SIXTH DISTRICT COURT OF APPEAL
STATE OF FLORIDA

Case No. 6D2025-3091
Lower Tribunal No. 2025-CA-007446-O

BRAD HATCHER and AUDREY HATCHER,

Appellants,

v.

RESTORICAL, LLC d/b/a SYDONIE MANSION,

Appellee.

Appeal from the Circuit Court for Orange County.
Michael Deen, Judge.

October 30, 2026

GANNAM, J.

Bradley and Audrey Hatcher appeal a temporary injunction obtained by their neighbor, Restorical, LLC, enjoining the Hatchers' noisy disruptions of weddings and other events hosted by Restorical. Because there was not competent, substantial evidence supporting the likelihood of irreparable harm to Restorical absent the injunction, we reverse.

I

Restorical owns the historic Sydonie Mansion in Mount Dora, where it hosts weddings and other events. Restorical's owners, Clark and Amy Frogley, also live in the mansion. The Hatchers own and live on the neighboring property, where they

have dogs, boats, various motor vehicles, and a shooting range. At the time of suit, Restorical had hosted weddings at the mansion for around nine years, averaging two to three weddings per week during its September-to-May busy season.

Restorical claims that, prior to 2025, the Hatchers sporadically disrupted its wedding events by, for example, playing loud music on speakers aimed at the mansion and letting their dogs run free on the mansion grounds. The disruptions intensified in 2025 with the Hatchers' intentionally and repeatedly disrupting weddings with, for example, loud gunfire and revving chainsaw and airboat engines.

Restorical sued the Hatchers on private nuisance and other grounds and sought a temporary injunction to immediately halt their disruptions. Following an evidentiary hearing at which the Frogleys and Hatchers testified, the trial court entered a temporary injunction order finding Restorical likely to succeed on the merits of its private nuisance claim that the Hatchers' "disruptive conduct during [Restorical's] scheduled events, including rapid gunfire, revving engines, use of airboats, operation of chainsaws, and release of dogs, all timed to coincide with wedding ceremonies," "has caused continuing disruption to [Restorical's] business, . . . threatening the loss of goodwill and the viability of the venue." The court found "[t]hose injuries are irreparable and not adequately compensable by monetary damages," and that "[t]he public interest is served by both the lawful enjoyment of property and the maintenance of order and civility between neighbors." The order prohibits the Hatchers from disrupting Restorical's events and requires Restorical to provide the Hatchers written, twenty-four hour notice of its events.

II

To obtain a temporary injunction, a party must prove (1) a substantial likelihood of success on the merits, (2) the unavailability of an adequate remedy at law, (3) a likelihood of irreparable harm absent the injunction, and (4) the injunction serves the public interest. *Fla. Dep't of Health v. Florigrown, LLC,* 317 So. 3d 1101, 1110 (Fla. 2021); *Lusby v. Canevari*, 363 So. 3d 233, 235 (Fla. 6th DCA 2023). Failure to prove any element requires denial of the temporary injunction. *Florigrown, LLC*, 317 So. 3d at 1111. Even if all elements are proved, however, whether to grant the injunction remains within the trial court's discretion. *Vinci v. Lake Lizzie Reserve Homeowners Ass'n, Inc.*, 438 So. 3d 690, 691 n.2 (Fla. 6th DCA 2026) (citing *Geise v. Fleck*, 433 So. 3d 931, 939 (Fla. 6th DCA 2026)). Any order granting the injunction must contain "[c]lear, definite, and unequivocally sufficient factual findings" on each element. *City of Jack. v. Naegele Outdoor Advert. Co.*, 634 So. 2d 750, 754 (Fla. 1st DCA 1994), *approved sub nom. Naegele Outdoor Advert. Co. v. City of Jack.*, 659 So. 2d 1046 (Fla. 1995), *as modified on reh'g* (Aug. 24, 1995); *see also* Fla. R. Civ. P. 1.610(c) ("Every injunction shall specify the reasons for entry . . . ."). We review a trial court's findings on each element for competent, substantial evidence, its legal conclusions de novo, and its ultimate decision to grant or deny the injunction for an abuse of discretion. *Florigrown, LLC*, 317 So. 3d at 1110; *Geise*, 433 So. 3d at 939.[1]

[1] The trial court's likelihood of success finding includes its conclusion that section 823.16, Florida Statutes, providing certain legal immunities for gun range

The Hatchers challenge the temporary injunction on several grounds, but we only address irreparable harm and inadequate remedy at law. We consider these elements together because, though distinct requirements for injunctive relief, "[i]rreparable harm and an inadequate remedy at law are two sides of the same coin." *Park Crossing Homeowners Ass'n, Inc. v. Suarez*, 415 So. 3d 676, 691 n.3 (Fla. 4th DCA 2025); *accord Fla. Ass'n of Realtors v. Orange Cnty.*, 350 So. 3d 115, 130 (Fla. 5th DCA 2022) ("The concepts of irreparable harm and no adequate legal remedy are distinct prongs of the temporary injunction test, but they are related to one another."); *Logan v. Logan*, 397 So. 3d 1144, 1149 (Fla. 2d DCA 2024) (same); *Hamad v. Sarsour*, 405 So. 3d 334, 337 (Fla. 3d DCA 2025) ("Irreparable injury and no adequate remedy at law are distinct, but interrelated, prongs.").

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noise, provides the Hatchers no immunity from Restorical's nuisance claim because it is unconstitutional. The trial court relied on *Gartman v. Southern Tactical Range, LLC*, in which the First District held section 823.16 violated the plaintiff's right of access to the courts under article I, section 21 of the Florida Constitution. 417 So. 3d 449, 459 (Fla. 1st DCA 2025) (citing *Kluger v. White*, 281 So. 2d 1, 2 (Fla. 1973) ("We hold, therefore, that where a right of access to the courts for redress for a particular injury has been provided by statutory law predating the adoption of the Declaration of Rights of the Constitution of the State of Florida, or where such right has become a part of the common law of the State pursuant to Fla. Stat. s 2.01, F.S.A., the Legislature is without power to abolish such a right without providing a reasonable alternative to protect the rights of the people of the State to redress for injuries, unless the Legislature can show an overpowering public necessity for the abolishment of such right, and no alternative method of meeting such public necessity can be shown.")). *Gartman* is under review in the Florida Supreme Court, *Southern Tactical Range, LLC v. Gartman*, No. SC2025-1259, and oral argument occurred on May 7, 2026. Because we reverse on the irreparable harm element, we need not address likelihood of success on the merits, and so we do not address the constitutionality of section 823.16.

For temporary injunction purposes, an injury is irreparable when it has no adequate remedy at law—i.e., when it is not compensable by money damages. *Hamad*, 406 So. 3d at 337 ("Whether an injury is irreparable within this context is wholly dependent on the existence of an adequate remedy at law."); *Fla. Ass'n of Realtors*, 350 So. 3d at 130 ("'Irreparable' means an injury cannot be adequately repaired or redressed in a court of law by an award of money damages."); *Landmark at Crescent Ridge LP v. Everest Fin., Inc.*, 219 So. 3d 218, 220 (Fla. 1st DCA 2017) ("The law governing the irreparable harm required for injunctive relief is instructive; there is no irreparable harm for the purpose of a temporary injunction where the harm can be adequately compensated for by a monetary award." (cleaned up)).[2]

III

Florida appellate decisions indicate a party can show irreparable harm or an inadequate remedy at law justifying a temporary injunction in several ways. A common example is cases where damages cannot be quantified. *See, e.g.*, *Lincoln Tower Corp. v. Richter's Jewelry Co.*, 12 So. 2d 452, 452–54 (Fla. 1943) ("It appears

[2] Given that irreparable harm and inadequate remedy at law remain distinct requirements for a temporary injunction under binding precedent, *see Florigrown, LLC*, 317 So. 3d at 1110, we do not hold that either or both could never be independently significant. *But see* Douglas Laycock, *The Death of the Irreparable Injury Rule*, 103 Harv. L. Rev. 687, 694 (1990) ("The irreparable injury rule has two formulations. Equity will act only to prevent irreparable injury, and equity will act only if there is no adequate legal remedy. The two formulations are equivalent; what makes an injury irreparable is that no other remedy can repair it. Attempts to distinguish the two formulations have produced no common usage." (footnote omitted)); *Park Crossing Homeowners*, 415 So. 3d at 691 n.3 (quoting same).

that it would be impractical, if not impossible, to establish the damage to the lessor, or the lessees, resulting from a breach of the covenant and that the remedy at law would, therefore, not be adequate."); *Zimmerman v. D.C.A. at Welleby, Inc.*, 505 So. 2d 1371, 1373 (Fla. 4th DCA 1987) ("The remedy at law, an action for damages, would be inadequate because of the difficulty in determining how many sales were lost and what the profit on each such lost sale would have been. Thus damages are said to be speculative and unascertainable. The harm is therefore irreparable and the remedy at law inadequate."); *Thompson v. Plan. Comm'n of City of Jack.*, 464 So. 2d 1231, 1237 (Fla. 1st DCA 1985) ("Given these factors, calculations of appellants' money damages would be speculative, thereby establishing the inadequacy of a legal remedy."); *Liza Danielle, Inc. v. Jamko, Inc.*, 408 So. 2d 735, 738–39 (Fla. 3d DCA 1982) ("We recognize that impossibility of ascertaining the amount of plaintiff's legal damages may establish inadequacy of the legal remedy so as to support an award of injunctive relief, and additionally, may establish the requisite irreparable character of the injury . . . ." (citations omitted)).[3]

[3] Actual injury for which the calculation of damages is speculative, which is irreparable harm, must be distinguished from speculative injury, which is no harm at all. *See Liza Danielle, Inc.*, 408 So. 2d at 739 ("[A]n injury is irreparable where the damages are estimable only by conjecture, and not by any accurate standard. But mere difficulty in proving injury does not establish irreparable injury. One must distinguish between the difficulty of proving that an injury exists and the difficulty of measuring the amount or extent of a proven injury." (alteration in original) (quoting 42 Am. Jur. 2d Injunctions § 49 (now 42 Am. Jur. 2d Injunctions §§ 34, 36, Westlaw (database updated Aug. 2026))); *Biscayne Park, LLC v. Wal-Mart Stores E., LP*, 34 So. 3d 24, 26 (Fla. 3d DCA 2010) ("Because the alleged injury is

Under another line of cases, the total destruction of a business may be irreparable harm. *See, e.g.*, *XIP Techs., LLC v. Ascend Glob. Servs., LLC*, 253 So. 3d 1183, 1187 (Fla. 2d DCA 2018) ("[T]he unrefuted evidence below was that these actions by XIP would result in the total destruction of Ascend's business. This was sufficient to establish irreparable harm without an adequate legal remedy."); *U.S. 1 Off. Corp. v. Falls Home Furnishings, Inc.*, 655 So. 2d 209, 210 (Fla. 3d DCA 1995) ("[E]vidence of the potential destruction of a business, without a track record from which to calculate the potential loss and with harm of a continuing nature, may in some cases provide sufficient indicia of irreparable harm to support temporary injunctive relief."); *Richard v. Behav. Healthcare Options, Inc.*, 647 So. 2d 976, 978 (Fla. 2d DCA 1994) ("The record of the evidentiary hearing indicates BHO made an adequate showing for relief . . . . BHO argued that irreparable injury would occur if Richard, and other physicians if they knew that BHO permitted Richard to proceed, continued to collect receivables. BHO contended the irreparable injury would be the destruction of its business.").

On the other hand, the loss of *some* business, without more, is not irreparable harm. *See State Agency for Health Care Admin. v. Cont'l Car Servs., Inc.*, 650 So. 2d 173, 175–76 (Fla. 2d DCA 1995) ("[T]he trial court erred in concluding that Continental would suffer irreparable injury. Other than money damages and loss of

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speculative, we conclude that it is insufficient to meet the irreparable injury standard.").

business to a competitor, Continental provided no evidence of irreparable injury or injury for which there was no adequate remedy at law."); *State Dep't. of Transp. v. Kountry Kitchen of Key Largo, Inc.*, 645 So. 2d 1086, 1086 (Fla. 3d DCA 1994) ("On the issue of irreparable injury, appellee Kountry Kitchen merely alleged that it will suffer harm if the sign is removed because the sign generates most of its business. However, an alleged loss of business will not support a finding of irreparable injury."); *Tamiami Trail Tours, Inc. v. Greyhound Lines, Inc., S. Greyhound Lines Div.*, 212 So. 2d 365, 366 (Fla. 4th DCA 1968) ("In order to support the granting of a temporary injunction it is also necessary for plaintiff to demonstrate irreparable injury; injury which cannot be redressed in a court of law. Mere loss of business because of a competitor will not suffice. Any loss Greyhound might suffer as a result of Tamiami's operation over the route in question could be easily documented by ticket sales and use, and damages assessed after final hearing." (footnotes omitted)).

Finally, harm may be irreparable if it is compensable by money damages but recurring with such frequency that a multiplicity of suits would be required to redress it. *See, e.g.*, *City of Jack. v. Giller*, 135 So. 549, 551 (Fla. 1931) ("The action of trespass in such cases is not a plain, complete, and adequate remedy at law, because it might require a multiplicity of actions to successfully recover for the damage done

by repeated acts of usurpation over the land involved and a continued interference with and destruction of complainant's business . . . .").[4]

Here, there is not competent, substantial evidence to support a finding that the Hatchers' conduct is likely to irreparably harm Restorical absent an injunction.[5] The

[4] There may be other ways for a business to show irreparable harm or an inadequate remedy at law supporting a temporary injunction. We do not attempt to catalogue them all here.

[5] At the conclusion of the temporary injunction hearing, the trial court gave the parties the option to file post-hearing affidavits or declarations on matters discussed at the hearing, citing *Bee Line Entertainment Partners v. State*, in which the Fifth District agreed with several federal decisions holding "that the court may rely on hearsay evidence and may even give inadmissible evidence some weight" at a noticed and contested evidentiary hearing on a motion to dissolve a temporary injunction. 791 So. 2d 1197, 1205–06 (Fla. 5th DCA 2001) (internal quotation marks omitted). This Court has not decided that the Florida Evidence Code, ch. 90, Fla. Stat., including its mandate that affidavits and other hearsay are not admissible absent an applicable exception, does not apply in a noticed and contested evidentiary hearing on a temporary injunction motion. *See* Fla. R. Civ. P. 1.610(a)(2) ("No evidence other than the affidavit or verified pleading shall be used to support the application for a temporary injunction *unless the adverse party appears at the hearing or has received reasonable notice of the hearing*." (emphasis added)); § 90.102, Fla. Stat. ("This chapter shall replace and supersede existing statutory or common law in conflict with its provisions."); § 90.103(2), Fla. Stat. ("This act shall apply . . . to civil actions and all other proceedings pending on or brought after October 1, 1981."); *see also Robinson v. State*, 707 So. 2d 688, 691 (Fla. 1998) (holding "affidavit proffered . . . is nothing more than hearsay, *i.e.,* an out-of-court statement offered to prove the truth of the matter asserted, which is inadmissible"); *Sasser v. Sasser*, 437 So. 3d 529, 534 (Fla. 6th DCA 2026) ("The affidavit was not admitted into evidence. If Jolene had tried to admit it into evidence, it would have been subject to a hearsay objection."); *Reese v. Reese*, 363 So. 3d 1202, 1210 n.6 (Fla. 6th DCA 2023) ("The admission of a financial affidavit into evidence is subject to the Florida Evidence Code, including [its hearsay provisions]."); *cf. Holland M. Ware Charitable Found. v. Tamez Pine Straw LLC*, 343 So. 3d 1285, 1290 (Fla. 1st DCA 2022) (Rowe, C.J., concurring) ("In a contested hearing on a motion for temporary injunction, a trial court must take evidence."); *Concerned Citizens for Jud. Fairness, Inc. v. Yacucci*, 162 So. 3d 68, 72 (Fla. 4th DCA 2014) ("At a contested hearing, the party opposing an injunction has the opportunity to cross

trial court found the Hatchers' conduct "has caused continuing disruption to [Restorical's] business, interfering with ceremonies and threatening the loss of goodwill and the viability of the venue." And there was creditable testimony that Amy Frogley feared Restorical would lose wedding business and would lose the historic Sydonie Mansion without wedding revenue to maintain it. But there was no testimony or other evidence of cancelations or lost bookings showing that any loss of business had occurred or was imminent, or evidence as to why any actual loss of business would not be quantifiable given Restorical's nine-year track record of events. Nor was there testimony or other evidence of the likely total destruction of Restorical's wedding and event business absent an injunction. At the time of the hearing, Restorical was still booking weddings and was not informing customers of the Hatchers' disruptions. True, there was testimony that a particular disruption required Restorical to partially refund a single wedding fee, but the refund is

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examine witnesses and challenge the allegations of the complaint."); *Thomas v. Osler Med., Inc.*, 963 So. 2d 896, 899–900 (Fla. 5th DCA 2007) ("[I]in certain circumstances, a temporary injunction may be granted on an ex parte basis without notice and an evidentiary hearing. In this instance, the trial court decides whether to issue the temporary injunction based on the pleadings and affidavits before it. Conversely, notice followed by an evidentiary hearing may precede the issuance of a temporary injunction, and in such an instance, the trial court relies on the testimony presented along with other *appropriate evidence* to determine whether to grant or deny the injunction." (emphasis added) (citation omitted)); *Hunter v. Dennies Contracting Co.*, 693 So. 2d 615, 616 (Fla. 2d DCA 1997) ("[A]t the hearing on the motion to dissolve . . . an *ex parte* temporary injunction, the party who obtained the injunction bears the burden of going forward with evidence . . . ."). We do not decide the issue here because the Hatchers did not object to the trial court's consideration of the post-hearing affidavits or declarations on hearsay grounds and, as a result, the issue is not preserved for our review.

calculable, and there was no evidence that the need to issue refunds will recur, much less recur in a manner that would result in unquantifiable damages or the total destruction of Restorical's business. Thus, the trial court's finding that Restorical would suffer irreparable harm absent the entry of a preliminary injunction was not supported by competent, substantial evidence.

IV

All told, there was competent, substantial evidence to support a finding that the Hatchers' conduct is a harmful nuisance, but the harm is not self-evidently irreparable, and Restorical did not prove its irreparability. This is not to say Restorical cannot prove irreparable harm, but only that, on the record before us, there is not competent, substantial evidence to support a finding that Restorical is likely to suffer irreparable harm without an injunction against the Hatchers' nuisance conduct. We reverse the temporary injunction and remand for further proceedings consistent with this opinion.

REVERSED and REMANDED.

STARGEL, J., concurs.
MIZE, J., concurs, with opinion.

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF TIMELY FILED.

MIZE, J., concurring.

I fully concur in the well-reasoned majority opinion. I write separately to address what appears to be some tension in Florida jurisprudence concerning the irreparable harm requirement for injunctions.

On the one hand, Florida courts have universally held that an injury causes irreparable harm only when it is not compensable by money damages. *See, e.g.*, *Holland M. Ware Charitable Found. v. Tamez Pine Straw LLC*, 343 So. 3d 1285, 1289 (Fla. 1st DCA 2022) ("Irreparable injury is defined as injury that cannot be cured by money damages, and the test for unavailability of adequate remedy at law is whether a judgment can be obtained, not whether it will be collectible once obtained."); *Landmark at Crescent Ridge LP v. Everest Fin., Inc.*, 219 So. 3d 218, 220 (Fla. 1st DCA 2017) ("The law governing the irreparable harm required for injunctive relief is instructive; there is no irreparable harm for the purpose of a temporary injunction where the harm can be adequately compensated for by a monetary award." (cleaned up)); *City of Miami Springs v. Steffen*, 423 So. 2d 930, 931 (Fla. 3d DCA 1982) ("There is no irreparable harm for the purpose of a temporary injunction where the harm can be adequately compensated for by a monetary award."); *Lutsky v. Schoenwetter*, 172 So. 3d 534, 534 (Fla. 3d DCA 2015) ("[I]rreparable injury is injury that cannot be cured by money damages."); *S. Fla. Limousines, Inc. v. Broward Cnty. Aviation Dept.*, 512 So. 2d 1059, 1062 (Fla. 4th DCA 1987) ("Irreparable injury will not be found if money damages are available as a remedy."); *Bautista REO U.S., LLC v. ARR Invs., Inc.*, 229 So. 3d 362, 365 (Fla. 4th DCA 2017) ("Irreparable harm is not established if the harm can be adequately

compensated by a monetary award."); *Fla. Ass'n of Realtors v. Orange Cnty.*, 350 So. 3d 115, 130 (Fla. 5th DCA 2022) ("'Irreparable' means an injury cannot be adequately repaired or redressed in a court of law by an award of money damages.").

In another line of cases, however, some district courts have stated that the total destruction of a business is sufficient to show irreparable harm. *See, e.g.*, *XIP Techs., LLC v. Ascend Glob. Servs., LLC*, 253 So. 3d 1183, 1187 (Fla. 2d DCA 2018) ("[T]he unrefuted evidence below was that these actions by XIP would result in the total destruction of Ascend's business. This was sufficient to establish irreparable harm without an adequate legal remedy."); *Richard v. Behavioral Healthcare Options, Inc.*, 647 So. 2d 976, 978 (Fla. 2d DCA 1994) ("The record of the evidentiary hearing indicates BHO made an adequate showing for relief . . . . BHO argued that irreparable injury would occur if Richard, and other physicians if they knew that BHO permitted Richard to proceed, continued to collect receivables. BHO contended the irreparable injury would be the destruction of its business."). This line of cases appears to be irreconcilable with the rule that an injury causes irreparable harm only when it is not compensable by money damages. Obviously, the destruction of a business can be compensable by an award of money damages equal to the value of the business. Thus, assuming the value of a business can be calculated, the total destruction of a business will never be an injury that is not compensable by money damages.

At least some cases stating that the destruction of a business can cause irreparable harm seem to acknowledge that the destruction of a business can only

constitute irreparable harm where the value of the business cannot be calculated. *See State, Dep't of Health v. Bayfront HMA Med. Ctr., LLC*, 236 So. 3d 466, 475 (Fla. 1st DCA 2018) ("[E]vidence of the potential destruction of a business, *without a track record from which to calculate the potential loss* and with harm of a continuing nature, may in some cases provide sufficient indicia of irreparable harm to support temporary injunctive relief." (quoting *U.S. 1 Off. Corp. v. Falls Home Furnishings, Inc.*, 655 So. 2d 209, 210 (Fla. 3d DCA 1995) (emphasis added))). Such a caveat resolves the tension but also means that any rule that the total destruction of a business is sufficient to show irreparable harm would really just be a specific application of the broader rule that an injury can cause irreparable harm where the damages from the injury cannot be quantified. *See, e.g.*, *Lincoln Tower Corp. v. Richter's Jewelry Co.*, 12 So. 2d 452, 452–54 (Fla. 1943) ("It appears that it would be impractical, if not impossible, to establish the damage to the lessor, or the lessees, resulting from a breach of the covenant and that the remedy at law would, therefore, not be adequate."); *Zimmerman v. D.C.A. at Welleby, Inc.*, 505 So. 2d 1371, 1373 (Fla. 4th DCA 1987) ("The remedy at law, an action for damages, would be inadequate because of the difficulty in determining how many sales were lost and what the profit on each such lost sale would have been. Thus damages are said to be speculative and unascertainable. The harm is therefore irreparable and the remedy at law inadequate."); *Thompson v. Planning Comm'n of City of Jacksonville*, 464 So. 2d 1231, 1237 (Fla. 1st DCA 1985) ("Given these factors, calculations of appellants' money damages would be speculative, thereby establishing the

inadequacy of a legal remedy."); *Liza Danielle, Inc. v. Jamko, Inc.*, 408 So. 2d 735, 738–39 (Fla. 3d DCA 1982) ("We recognize that impossibility of ascertaining the amount of plaintiff's legal damages may establish inadequacy of the legal remedy so as to support an award of injunctive relief, and additionally, may establish the requisite irreparable character of the injury . . . ." (citations omitted)).

To the extent district court cases hold that the destruction of a business can constitute irreparable harm, without any requirement that the value of the business be incalculable, such a holding must be wrong. If, as Florida courts have universally held, an injury causes irreparable harm only when it is not compensable by money damages, then the destruction of a business, on its own without evidence that the value of the business cannot be calculated, cannot be sufficient to show irreparable harm. However, as the majority opinion rightly concludes, there was no evidence presented in this case that Restorical's business would be destroyed in the absence of an injunction. Therefore, this tension in Florida jurisprudence concerning the irreparable harm requirement for injunctions need not be resolved in this case.

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