IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

SELF DISCOVERY GROUP, LLC,
and CAROLINE POKORNY, INC.,
Appellants,

v.

ANGELINA NAMIA,
Appellee.
_____/

APPELLATE DIVISION (CIVIL): AY
CASE NO.: 502017AP000158CAXXMB
L.T. NO.: 502017SC005104XXXXSB

Opinion filed: FEB 11 2019

Appeal from the County Court in and for Palm Beach County,
Judge Reginald Corlew.

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PER CURIAM.

Appellants Self Discovery Group, LLC ("Self Discovery Group"), and Caroline Pokorny, Inc. ("Pokorny, Inc."), (collectively "Defendants") appeal the trial court's Final Judgment entered in favor of Appellee Angelia Namia ("Namia"). The underlying action is a small claims matter arising from a breach of a contract for self-improvement services, resulting in an award to Namia of $2,400.00 in damages, plus court costs. Defendants contend that the trial court erred in finding that the agreement between Defendants and Namia was an illusory contract because its terms were not mutually enforceable, as Namia had no legal burden to pay Defendants for the training sessions. We agree with the trial court's entry of final judgment in favor of Namia, but disagree with its reasoning. Thus, pursuant to the "tipsy coachman" doctrine, we affirm.

The "tipsy coachman" doctrine "allows an appellate court to affirm a trial court that 'reaches the right result, but for the wrong reasons' so long as 'there is any basis which would support the judgment in the record.'" *Robertson v. State,* 829 So. 2d 901, 906 (Fla. 2002) (quoting *Dade County Sch. Bd. v. Radio Station WQBA,* 731 So. 2d 638, 648 (Fla. 1999)). "The written final judgment by the trial court could well be wrong in its reasoning, but the decision of the trial court is primarily what matters, not the reasoning used. Even when based on erroneous reasoning, a conclusion or decision of a trial court will generally be affirmed if the evidence or an alternative theory supports it." *Applegate v. Barnett Bank,* 377 So. 2d 1150, 1152 (Fla. 1979).

Namia and Defendants entered into an agreement where Defendants were to provide self-improvement services to Namia in exchange for a payment of $2,400.00. The agreement provided: "full money back guarantee if you are not 100% satisfied. Any refund requires full completion of the personal training." As a condition of the agreement, Namia was required to complete twelve sessions over a twelve-week period, beginning on May 16, 2016, and ending on or around August

30, 2016. Namia made three payments of $800.00, totaling $2,400.00, to Pokorny, Inc. On or about February 28, 2017, Namia emailed Pokorny, Inc., and stated that she was not 100% satisfied with the sessions and requested a full refund of $2,400.00. Pokorny, Inc., did not refund the requested amount. Namia thereafter requested the full refund from Self Discovery Group, which also denied a full refund.

We find that the trial court was incorrect in determining that the contract was illusory due to the satisfaction clause it contained. "Where the consideration for a promise of one party is the promise of the other, there must be absolute mutuality of engagement, so that each party has the right to hold the other party to a positive agreement." *Handi-Van, Inc. v. Broward County,* 116 So. 3d 530, 542 (Fla. 4th DCA 2013) (quoting *Miami Coca-Cola Bottling Co. v. Orange-Crush Co.,* 291 F. 102, 103 (S.D. Fla. 1923)). "However, 'where there is any other consideration for the contract, mutuality of obligation is not essential.'" *Id.* (quoting *LaBonte Precisions, Inc. v. LPI Indus. Corp.,* 507 So. 2d 1202, 1203 (Fla. 4th DCA 1987)).

The agreement between Namia and Defendants was independently supported by consideration, and the language in the satisfaction clause was written subjectively and allowed Namia to request a refund if she was not satisfied with Defendants' training sessions. Because the satisfaction clause within the contract was enforceable and entitled Namia to a refund, the contract was not illusory, and Namia properly exercised her contractual right to seek a refund of the $2,400.00 upon her dissatisfaction with Defendants' services. Accordingly, we **AFFIRM** the trial court's final judgment in favor of Namia.

GOODMAN, ROWE, and HAFELE, JJ., concur.

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Opinion/Decision filed: FEB 11 2019

Appeal from Palm Beach County Court
Judge Reginald Corlew

Date of Appeal: December 20, 2017

DATE OF PANEL: NOVEMBER 16, 2018

PANEL JUDGES: GOODMAN, ROWE, HAFELE

AFFIRMED/REVERSED/OTHER: AFFIRMED

PER CURIAM OPINION/DECISION BY: PER CURIAM

CONCURRING:	DISSENTING: With/Without Opinion	CONCURRING SPECIALLY: With/Without Opinion
2/4/19		
DATE: J.	J.	J.
2/5/19		
DATE: J.	J.	J.
2/5/19		
DATE: J.	J.	J.