

DISTRICT COURT OF APPEAL OF FLORIDA
SECOND DISTRICT

UNIFIRST CORPORATION,

Appellant,

v.

JOEY'S NEW YORK PIZZA, LLC, d/b/a JOEY'S NEW YORK PIZZA
I I LLC, d/b/a JOEY'S NEW YORK PIZZA I I I LLC,

Appellee.

No. 2D21-891

December 22, 2021

Appeal from the Circuit Court for Pasco County; Kimberly Sharpe
Byrd, Judge.

John W. Gardner of The Gardner Law Firm, Brandon, for Appellant.

Shyamie Dixit and Robert L. Vessel of Dixit Law Firm, Tampa, for
Appellee.

PER CURIAM.

Unifirst Corporation appeals the trial court's order vacating an
arbitration award in its favor and ordering the parties to renewed
arbitration. This court lacks jurisdiction because the order on

appeal is a nonfinal, nonappealable order. *See Loewenstein, Inc. v. Draheim*, 898 So. 2d 1129, 1130 (Fla. 4th DCA 2005); *Zabawa v. Penna*, 868 So. 2d 1292, 1292 (Fla. 5th DCA 2004).

Unifirst urges this court to treat its appeal as a petition for writ of certiorari based on *Felger v. Mock*, 65 So. 3d 625, 628 (Fla. 1st DCA 2011), and *Heart Surgery Center v. Thomas J. Bixler II, M.D., P.A.*, 128 So. 3d 169, 172–73 (Fla. 1st DCA 2013). We decline to treat the appeal as a petition for writ of certiorari because Unifirst cannot demonstrate irreparable harm that cannot be remedied on direct appeal. *See Miami-Dade County v. King*, 176 So. 3d 373, 374 (Fla. 3d DCA 2015); *Loewenstein*, 898 So. 2d at 1130; *Zabawa*, 868 So. 2d at 1293.

We certify conflict with the First District's decisions in *Felger*, *Heart Surgery Center*, and *Amalgamated Transit Union, Local 1579 v. City of Gainesville*, 264 So. 3d 375, 377–79 (Fla. 1st DCA 2019) (reaffirming its holding in *Felger* and certifying conflict with *King*, *Loewenstein*, and *Zabawa*).

Dismissed; conflict certified.

SILBERMAN, LaROSE, and ATKINSON, JJ., Concur.

Opinion subject to revision prior to official publication.