

24-13216

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

In re: CARLOS C. DEL AMO,
Debtor

STOREY MOUNTAIN,
Plaintiff-Appellant

v.

CARLOS C. DEL AMO and
MARCIA T. DUNN,
Defendants-Appellees

Appeal from the United States District Court
for the Southern District of Florida, Miami division

1:23-CV-21742-BB

**BRIEF OF AMICUS CURIAE COUNSEL IN SUPPORT
OF THE DISTRICT COURT'S JUDGMENT**

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**CERTIFICATE OF INTERESTED PERSONS
AND CORPORATE DISCLOSURE STATEMENT**

In compliance with 11th Cir. R. 26.1-2(b), the undersigned certifies that the CIP contained in the opening brief is complete and accurate.

/s/ Nicholas P. McNamara
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STATEMENT OF INTEREST, AUTHORSHIP, & FUNDING

Amicus curiae counsel, Nicholas McNamara and Dimitrios Peteves, represent none of the parties to this proceeding, nor do they have an interest in the outcome of this proceeding. Mr. McNamara and Mr. Peteves were appointed as amicus curiae counsel, by order of this Court dated June 20, 2025, to “argu[e] in support of the district court’s judgment below.”

No counsel for any party to this proceeding authored this brief in whole or in part.

No party nor any party’s counsel contributed money that was intended to fund preparing or submitting this brief.

No person—other than amicus curiae counsel’s law firm, Creed & Gowdy P.A.—contributed money that was intended to fund preparing or submitting the brief.

STATEMENT OF THE ISSUE

Whether the bankruptcy court correctly determined that the debtor's TD Bank account was owned as a tenancy by the entirety and thus exempt from claims of creditors.

STATEMENT OF THE CASE

This is a second-tier appeal of a bankruptcy court order. Creditor Storey Mountain objected to several of debtor Carlos Del Amo’s claimed exemptions. Vol. I App’x 150–83. Mr. Del Amo filed a response to the objection, *id.* 185–98, and Storey Mountain filed a reply, *id.* 200–212. After a hearing, the bankruptcy court entered an order overruling Storey Mountain’s objection in its entirety. Vol. I App’x 214–15.

Storey Mountain appealed to the district court. Vol. II App’x 95–101. The sole issue there, and here, was whether a TD Bank account owned by Mr. Del Amo and his wife was held as a tenancy by the entirety, and thus exempt from claims of creditors. *Id.* 136; BlueBr.11.¹ The signature card for that account stated that “[j]oint accounts are owned as joint tenants with rights of survivorship.” *See* Vol. I App’x 153; BlueBr.3. Storey Mountain argued that this language meant the account was not a tenancy by the entirety and thus was not exempt.² Vol. II App’x 140–41. Mr. Del Amo did not file an answer brief. *See* Vol. II App’x 138. The district court affirmed. *Id.* 138–49.

¹ Amicus curiae counsel agree with Storey Mountain that the standard of review is *de novo*. *See* BlueBr.11.

² The initial brief is omitted from Storey Mountain’s Appendix, but its arguments are addressed by the district court’s order.

SUMMARY OF ARGUMENT

Under well-established Florida common law, all tenancies by the entirety are joint tenancies,³ but not all joint tenancies are tenancies by the entirety. Storey Mountain’s interpretation of section 655.79, Florida Statutes, cannot be reconciled with this principle. Because that statute presumes that a bank account owned by two spouses is a tenancy by the entirety “unless otherwise specified in writing,” a “writing” that simply identifies a bank account as a joint tenancy—without more—is insufficient to overcome the presumption.

In other words, the “writing” does not “otherwise specif[y]” a non-tenancy-by-the-entirety form of ownership. *Cf.* § 655.79(1), Fla. Stat. Storey Mountain fails to construe the “unless otherwise specified in writing” language of the statute in light of the common-law definition of a tenancy by the entirety, which the statute incorporates. The bankruptcy court correctly applied the statute to conclude that the TD Bank account was a tenancy by the entirety. This Court should affirm.

³ This brief uses the term “joint tenancy” synonymously with “joint tenancy with a right of survivorship” because in Florida every joint tenancy carries a right of survivorship. *See Hagopian v. Zimmer*, 653 So. 2d 474, 475 n.1 (Fla. Dist. Ct. App. 1995) (noting that section 689.15, Florida Statutes, “requires that an instrument creating a joint tenancy must expressly provide for the right of survivorship”).

ARGUMENT

I. The bankruptcy court correctly concluded that the debtor’s account was a tenancy by the entirety because no “writing” “otherwise specified” a different form of ownership.

The language of the signature card for the TD Bank account is consistent with a tenancy by the entirety, and Storey Mountain did not present any “writing” which “specified” that the account was not a tenancy by the entirety. Thus, Storey Mountain failed to overcome the presumption of a tenancy by the entirety established by section 655.79(1), Florida Statutes. This is true regardless whether the judicial presumption established in *Beal Bank, SSB v. Almand & Associates*, 780 So. 2d 45 (Fla. 2001), was superseded by the 2008 amendment to section 655.79(1).

A. Florida law defines the tenancy by the entirety as a type of joint tenancy.

Over a century ago, the Florida Supreme Court addressed whether Florida law recognizes the tenancy by the entirety. *English v. English*, 63 So. 822, 823 (Fla. 1913). The court held that it does, because the tenancy by the entirety existed at common law, and because the common law is incorporated into Florida law. *Id.* Borrowing from an early legal encyclopedia, the court defined the tenancy by the entirety

as “*essentially a joint tenancy*, modified by the common-law doctrine that the husband and wife are one person.” *Id.* (quoting 15 Amer. & Eng. Ency. of Law (2d Ed.) 847 (emphasis added)). The tenancy by the entirety is a type of joint tenancy because it confers a right of survivorship. *See id.* (“Upon the death of one spouse the entire estate goes to the survivor”); *see also Sitomer v. Orlan*, 660 So. 2d 1111, 1113 n.2 (Fla. Dist. Ct. App. 1995) (“At common law, the doctrine of survivorship was an incident of all joint tenancies.”).

That definition of the tenancy by the entirety has stuck in Florida over the decades. *E.g., Ohio Butterine Co. v. Hargrave*, 84 So. 376, 377 (Fla. 1920) (“The estate thus created is, however, essentially a joint tenancy” (quoting *English*, 84 So. 376 at 377)); *Bailey v. Smith*, 103 So. 833, 834 (Fla. 1925) (same), *receded from on other grounds by Beal Bank*, 780 So. 2d at 59; *Newman v. Shore*, 206 So. 2d 279, 280 (Fla Dist. Ct. App. 1968) (same); *First Nat’l Bank of Leesburg v. Hector Supply Co.*, 254 So. 2d 777, 780 (Fla. 1971) (same), *receded from on other grounds by Beal Bank*, 780 So. 2d at 59; *see also* The Florida Bar, *Litigation under Florida Probate Code* § 5.2 (2025 ed.) (noting that a

tenancy by the entirety “may best be described as a joint tenancy modified by the common-law doctrine that the spouses are one person”).

That definition also accords with the weight of authorities on the subject. *E.g.*, *Tenancy by the Entirety*, Black’s Law Dictionary (12th ed. 2024) (providing that “[t]enancy by the entireties is a form of joint tenancy,” and that it “resembles joint tenancy in that upon the death of either husband or wife the survivor automatically acquires title to the share of the deceased spouse” (citation omitted)); 31 C.J.S. *Estates* § 10 (“A tenancy by the entirety . . . is a species of joint tenancy and occurs at common law when a gift or conveyance which, if made to two strangers, would create a joint tenancy is made to a husband and wife”); 2 James Kent, *Commentaries on American Law* *111 (8th ed. 1854) (“The same words of conveyance, which would make two other persons joint tenants, will make the husband and wife tenants of the entirety.”); Bryan A. Garner, *Garner’s Dictionary of Legal Usage* 880 (3d ed. 2011) (“The phrase refers to a joint tenancy between the husband and wife”).

Federal and other state courts likewise define a tenancy by the entirety as a type of joint tenancy. *E.g.*, *United States v. Jacobs*, 306

U.S. 363, 370 (1939) (“A tenancy by the entirety is essentially a joint tenancy, modified by the common law theory that husband and wife are one person. Only a fiction stands between the two. Survivorship is the predominant and distinguishing feature of each.” (cleaned up)); *Carver v. Gilbert*, 387 P.2d 928, 932 (Alaska 1963) (“[T]enancy by the entirety is but a species of joint tenancy, their incidents being identical.”); *First Nat’l Bank v. Lawrence*, 101 So. 663, 663 (Ala. 1924) (characterizing the tenancy by the entirety as a “form[] of joint tenancy” with a “right of survivorship”); *Hoyt v. Winstanley*, 191 N.W. 213, 215 (Mich. 1922) (noting that “estates by entirety come within the class referred to as joint tenancy”); *Hoag v. Hoag*, 99 N.E. 521, 523 (Mass. 1912) (“This tenancy by entires is essentially a joint tenancy modified by the common-law doctrine that husband and wife are one person.” (citation omitted)); *Swan v. Walden*, 103 P. 931, 931 (Cal. 1909) (describing the tenancy by the entirety as a “modification of the joint tenancy”).

The notion that a tenancy by the entirety falls under the category of a joint tenancy is illustrated by *Winters v. Parks*, 91 So. 2d 649 (Fla. 1956), *receded from on other grounds by Beal Bank*, 780 So. 2d at 59.

In *Winters*, like here, the question was whether a bank account owned by two spouses and labeled a “Joint Account with Right of Survivorship” was a tenancy by the entirety. 91 So. 2d at 650. According to Storey Mountain, the quoted language is inconsistent with a tenancy by the entirety. But the Florida Supreme Court thought otherwise, noting an “absence of language showing clearly the intent of the parties” to establish a tenancy by the entirety or a generic joint tenancy. *Id.* at 652. Although the court ultimately affirmed the lower court’s finding that the account was not a tenancy by the entirety, that finding was based on extrinsic evidence of the spouses’ intent—not the language of the signature card. *Id.* at 652; accord *Sitomer*, 660 So. 2d at 1115 (“The signature card’s designation as a joint account with right of survivorship does not preclude the creation of an entireties account.”).

Another example is *In re Estate of Lyons*, 90 So. 2d 39 (Fla. 1955), *receded from on other grounds by Beal Bank*, 780 So. 2d at 59. There, the signature card said “[j]oint owners payable to either or to survivor, subject to agreement on signature card.” *Id.* at 40. According to Storey Mountain, the quoted language is inconsistent with a tenancy by the

entirety. But the Florida Supreme Court held otherwise, concluding that the account was a tenancy by the entirety. *Id.* at 42–43.

Later, in *Hector Supply*, the Florida Supreme Court observed that the “form” of a signature card creating a tenancy by the entirety “will be similar to that of a joint tenancy,” since a tenancy by the entirety is a “modified” type of joint tenancy. 254 So. 2d at 780–81 (quoting *English*, 63 So. at 823). *Hector Supply* addressed a married couple’s signature card that did not expressly specify a tenancy by the entirety and instead identified the couple as “owning all funds in the account jointly, with a right of survivorship.” *Id.* at 778, 781. Nevertheless, the court concluded that the “signature card was compatible with the form required of an estate by the entirety in a bank account.” *Id.*

A decade later, the Florida Fourth District Court of Appeal relied on *Hector Supply* to acknowledge that the joint tenancy and the tenancy by the entirety are not mutually exclusive concepts. *See Gibson v. Marr*, 395 So. 2d 1278, 1279 (Fla. Dist. Ct. App. 1981) (“The account signature card in this case is *perfectly consistent with a joint tenancy* and the evidence of the parties’ intention that they intended *all of their property*

(which, of course, includes this account) to be held by the entirety is unrebutted.” (emphasis added)).

Fast forward to 2001. In *Beal Bank*, the Florida Supreme Court addressed the certified question whether a statement that an account “is owned as a joint tenancy with right of survivorship” indicates an intent not to create a tenancy by the entirety:

In an action by the creditor of one spouse seeking to garnish a bank account jointly titled in the name of both spouses, if the unities required to establish ownership as a tenancy by the entirety exist,^[4] *but the signature card expressly states that the account is owned as a joint tenancy with right of survivorship, does that statement alone constitute an express disclaimer that the account is not held as a tenancy by the entirety?*

780 So. 2d at 49 (emphasis added). The court answered in the negative.

Id.

The Florida Supreme Court began its analysis with a historical overview of tenancies by the entirety in Florida. *See id.* at 52–55. After noting that “a tenancy by the entirety may exist in both real property and personal property,” the court observed that different burdens of proof applied to real property and personal property. *Id.* at 53–54.

⁴ As Storey Mountain’s opening brief notes, “[t]his appeal does not concern the common law unities for the creation of the tenancy by the entities.” BlueBr.11.

While courts presumed that real property owned by two spouses was held as a tenancy by the entirety—provided the common-law unities were established—no such presumption applied to personal property. *Id.* at 54. Instead, proof of the common-law unities *and* the parties’ intent was necessary to demonstrate a tenancy by the entirety in personal property. *Id.* Acknowledging the “problems in proof” inherent in this requirement, the court decided to extend the common-law presumption to personal property. *See id.* at 55–58.

Relevant to this appeal, the court next addressed whether a signature card identifying a spousal bank account as a “joint tenancy with right of survivorship” was sufficient evidence to overcome the presumption. *Id.* at 61. The court held that it was not, since a tenancy by the entirety is “essentially a joint tenancy modified by the common-law doctrine that the husband and wife are one person”—a definition repeated three separate times in the court’s opinion. *See id.* at 54, 60, and 61. The court concluded that “[b]ecause there was no express statement of an intent not to hold the accounts as a tenancy by the entireties and no provision of alternative options on the signature card, there was no express disclaimer as to any of the accounts.” *Id.* at 61.

The Florida Supreme Court’s reasoning in *Beal Bank* echoed that of the Michigan Supreme Court long ago in *Hoyt v. Winstanley*, 191 N.W. 213 (Mich. 1922)—a case with similar facts to this case. In *Hoyt*, property was deeded to “Jasper Winstanley and Elizabeth J. Winstanley, his wife, as joint tenants.” *Id.* at 214. The issue was whether the deed created a tenancy by the entirety or a standard joint tenancy. *Id.* The court found that the deed created a tenancy by the entirety, reasoning that—because a tenancy by the entirety is a form of joint tenancy—the language “joint tenants” did not rebut the presumption of a tenancy by the entirety:

In view of the fact that estates by entirety are a modified form of joint tenancy, that the terms are sometimes used interchangeably, and that our statute treats them as a species of joint tenancy, it is my judgment that the words ‘as joint tenants,’ coupled with husband and wife in a conveyance to husband and wife, are not sufficient to indicate that an estate in joint tenancy was intended to be conveyed. To create an estate in joint tenancy in a conveyance to a husband and wife, the words used must be sufficiently clear to negative the common-law presumption that an estate by entirety was intended.

Id. at 215 (emphasis added). In other words, an instrument simply identifying two spouses “as joint tenants” is not specific enough to create a joint tenancy *instead of* a tenancy by the entirety; rather, to

specify that intention, there must be a negation of a tenancy by the entirety. *Id.*

Hoyt and *Beal Bank* were decided nearly a century apart, but they both illustrate how the label “joint tenancy”—when applied to property owned by two spouses—is consistent with the existence of a tenancy by the entirety.

B. Section 655.79(1), Florida Statutes, incorporates the common-law definition of a tenancy by the entirety as a type of joint tenancy.

The Florida Supreme Court has recognized “the importance of reading statutes with an awareness of and sensitivity to background common law rules,” and it has explained that “[c]ommon law rules might also inform the correct interpretation and application of statutory provisions themselves.” *Ripple v. CBS Corp.*, 385 So. 3d 1021, 1028 (Fla. 2024); *see also C.N. v. I.G.C.*, 316 So. 3d 287, 290 (Fla. 2021) (noting that “the common law can, and sometimes must, inform the proper understanding of a statutory text”).

The term “tenancy by the entirety” is used in section 655.79(1), but it is not defined in the statute. This means that the statute incorporates the common-law definition of a tenancy by the entirety—

that is, a special type of joint tenancy. *See DeSantis v. Dream Defenders*, 389 So. 3d 413, 421 (Fla. 2024) (noting that “if a word is obviously transplanted from the common law, we presume absent other indication that it brings the old soil with it” (cleaned up)). Nothing in the statutory context indicates otherwise. Accordingly, this Court should interpret “tenancy by the entirety” in section 655.79(1) according to its common-law definition.

As explained next, the bankruptcy court properly classified the debtor’s account as a tenancy by the entirety, since a contrary intent was not “otherwise specified in writing.” § 655.79(1), Fla. Stat.

C. The bankruptcy court properly applied section 655.79(1) to the language of the signature card.

The “writing” at issue here is a standard-form signature card titled “New Personal Account,” which states that “[j]oint accounts are owned as joint tenants with right of survivorship.” Vol. I App’x 160. The signature card does not specifically address the situation of a joint account owned by two spouses. Nevertheless, Storey Mountain contends that the above-quoted language conclusively establishes that the account is a joint tenancy and *not* a tenancy by the entirety.

The problem for Storey Mountain is that the language of the signature card is entirely consistent with a tenancy by the entirety as that term is defined by Florida common law. *See supra* § I.A. Because a tenancy by the entirety is a type of joint tenancy, something more than the label “joint tenancy with right of survivorship” is needed to “otherwise specif[y] in writing” that an account is a standard joint tenancy and *not* a tenancy by the entirety. *Cf.* § 655.79(1), Fla. Stat. This conclusion flows from the plain text of the statute and the common-law definition of a tenancy by the entirety. The lower courts did not even need to rely on *Beal Bank* to require an “express disclaimer” of a tenancy by the entirety under the facts of this case.

In any event, section 655.79(1) and *Beal Bank* are consistent. Where, as here, a bank account owned by two spouses is labeled a “joint tenancy,” the “writing” required by the statute to “otherwise specif[y]” is equivalent to the “express disclaimer” required by *Beal Bank*. Under the rubric of the statute, Storey Mountain failed to produce a “writing” that “otherwise specified” that the subject account was a joint tenancy and not a tenancy by the entirety. Under the rubric of *Beal Bank*, Storey

Mountain failed to produce an “express disclaimer” providing that the subject account was a joint tenancy and not a tenancy by the entirety.

While the above reasoning was not explicitly articulated below, this Court “may affirm the district court’s ruling on any basis the record supports . . . regardless of the grounds addressed, adopted, or rejected by the district court.” *Fla. Wildlife Fed., Inc. v. U.S. Army Corps of Eng’rs*, 859 F.3d 1306, 1316 (11th Cir. 2017). Because Storey Mountain failed to overcome the statutory presumption of a tenancy by the entirety, this Court should affirm.

D. Storey Mountain’s arguments for reversal are meritless.

Storey Mountain’s entire argument for reversal hinges on the premise that the 2008 amendment to section 655.79(1) superseded *Beal Bank’s* presumption of a tenancy by the entirety in the absence of an express disclaimer. That premise is false, as explained *supra*. It is also false for the following reasons, which address Storey Mountain’s arguments on appeal.

1. Storey Mountain fails to overcome the presumption against legislative changes to the common law.

Citing a 1984 decision, Storey Mountain contends that the phrase “otherwise specified in writing” is unambiguous, and therefore “there is no occasion for resorting to the rules of statutory interpretation and construction.” BlueBr.16, 18 (quoting *Holly v. Auld*, 450 So. 2d 217, 219 (Fla. 1984)). However, the Florida Supreme Court has more recently explained that this approach is “misleading and outdated.” *Conage v. United States*, 346 So. 3d 594, 598 (Fla. 2022) (abrogating *Holly*).

Under the modern approach adopted in *Conage*, a court need not “make a threshold determination of whether a term has a ‘plain’ or ‘clear’ meaning in isolation” before applying canons of interpretation—such as the presumption against changes to the common law. *Id.* at 598. Rather, “[v]iewed properly as rules of thumb or guides to interpretation, rather than as inflexible rules, the traditional canons of statutory interpretation can aid the interpretive process from beginning to end.” *Id.* Simply put, “judges must exhaust all the textual and structural clues that bear on the meaning of a disputed text.” *Id.* (cleaned up).

Here—regardless whether section 655.79(1) is ambiguous—the bankruptcy court and district court properly relied on *Beal Bank* to determine what type of “writing” is necessary to overcome the presumption of a tenancy by the entirety under section 655.79(1). “[S]tatutes will not be interpreted as changing the common law unless they effect the change with clarity.” *Peoples Gas Sys. v. Posen Constr., Inc.*, 322 So. 3d 604, 611 (Fla. 2021) (quoting Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 318 (2012)). “The presumption is that no change in the common law is intended unless the statute is explicit and clear in that regard. Unless a statute unequivocally states that it changes the common law, or is so repugnant to the common law that the two cannot coexist, the statute will not be held to have changed the common law.” *Thorner v. City of Ft. Walton Beach*, 568 So. 2d 914, 918 (Fla. 1990); accord *Emerson v. Lambert*, 374 So. 3d 756, 768 n.15 (Fla. 2023).

Indeed, “the Legislature has previously demonstrated its willingness to explicitly overrule specific cases.” *Jennings v. Durden*, 403 So. 3d 885, 893 (Fla. Dist. Ct. App. 2024). Nowhere does section 655.79(1) mention *Beal Bank*, let alone explicitly and unequivocally

abrogate its express-disclaimer requirement. Therefore, the presumption against changes to the common law applies.

Nor is the text of section 655.79(1) inconsistent with or “repugnant” to *Beal Bank*. To the contrary, as Florida courts have recognized, the 2008 amendment to 655.79(1) “codified” the presumption created in *Beal Bank*. See *Loumpos v. Bank One*, 392 So. 3d 841, 847 (Fla. Dist. Ct. App. 2024); *Storey Mountain, LLC v. George*, 357 So. 3d 709, 712 (Fla. Dist. Ct. App. 2023). Like *Beal Bank*, the statute creates a presumption of a tenancy by the entirety unless “otherwise specified in writing.” § 655.79(1), Fla. Stat. Although the statute does not explain what type of writing will be sufficient to “specify” an ownership other than a tenancy by the entirety, *Beal Bank* answers that question by holding that “a statement on the signature card that the bank account titled in the name of a husband and wife is held as a joint tenancy with right of survivorship” is not enough. *Id.* at 60. The statute does not overrule that holding—let alone clearly and explicitly.

Anyhow, as explained *supra* § I.C., the lower court’s ruling can be justified without reference to *Beal Bank*, as the need for an “express

disclaimer” of a tenancy by the entirety was dictated by an application of the plain text of section 655.79(1) to the facts of this case.

2. *Versace* and *George* are unavailing to Storey Mountain.

Storey Mountain claims that the bankruptcy court “explicitly rejected” two decisions of the Florida Fourth District Court of Appeal: *Versace v. Uruven, LLC*, 348 So. 3d 610 (Fla. Dist. Ct. App. 2022), and *Storey Mountain, LLC v. George*, 357 So. 3d 709, 715 (Fla. Dist. Ct. App. DCA 2023). BlueBr.8. While the bankruptcy court did express disapproval of these cases, this is a red herring because neither case concerned the issue on appeal here.

In *Versace*, the court held that the 2008 amendment to section 655.79(1) eliminated the requirement of proving the six common-law unities to form a tenancy by the entirety where an account is owned by two spouses, and where no writing specifies a different form of ownership. 348 So. 3d at 613–14. However, as Storey Mountain concedes, “[t]his appeal does not concern the common law unities for the creation of the tenancy by the entities.” BlueBr.11.

Storey Mountain cites *George* for the proposition that the 2008 amendment partially superseded *Beal Bank’s* judicial presumption of a

tenancy by the entirety. BlueBr.24. But *George* addressed a different issue: whether a document other than a signature card can be considered a “writing” for purposes of section 655.79(1). 357 So. 3d at 711. The court found that the legislature’s choice of the term “writing” instead of “signature card” was purposeful, and that a disclaimer of a tenancy by the entirety “may appear in any ‘writing’”—not just in a signature card, contrary to *Beal Bank*’s holding. *Id.* at 715.

George did not hold that the 2008 amendment affected *Beal Bank*’s “express disclaimer” requirement. To the contrary, it recognized that the requirement was still in force. *See id.* (“Our plain reading of the 2008 amendment to section 655.79(1) thus demonstrates that *an entireties ownership disclaimer* for a joint spousal bank account may appear in any “writing[.]”) (emphasis added). At any rate, *George*’s holding is beside the point because it is undisputed that *no writing whatsoever* expressly disclaimed a tenancy by the entirety in this case.

In sum, the bankruptcy court’s remarks regarding *Versace* and *George* are neither here nor there.

3. The bankruptcy court did not require that the debtor be offered a tenancy by the entirety account on the signature card.

Storey Mountain states that the bankruptcy court held “that the TD Bank Account could not be classified as JTWR0S unless the Debtor was first offered the option to open a [tenancy by the entirety] account.” BlueBr.13; *see also* BlueBr.26. The bankruptcy court did no such thing.

While Storey Mountain does not cite any particular portion of the record for its claim, it is presumably referring to the bankruptcy court’s discussion of *Regions Bank v. G3 Tampa, LLC*, 766 F. App’x 772, 776 (11th Cir. 2019) (unpublished),⁵ in which this Court concluded that a signature card met the “express disclaimer” requirement where it allowed the owner to select a tenancy by the entirety among other options. *See* Vol. II App’x 75–76 (hrg. tr. pp. 71:12–72:10). However, as the district court noted, the bankruptcy court was simply explaining how the “express disclaimer” requirement *could* be met—not how it *must* be met. *See* Vol. II App’x 147–49. Indeed, the court acknowledged that there was another way for the requirement to be met: a document

⁵ The bankruptcy court referred to this case as the “Kearney” case, probably because the debtor was named Kearney. *See Regions Bank*, 766 F. App’x at 773.

explicitly stating that an account is not a tenancy by the entirety. *See id.* at 63 (hrg. tr. pp. 59:3–11) (discussing the facts of *George*).

Even if the bankruptcy court did impose a requirement that a tenancy by the entirety be offered, this Court is still required to affirm because the bankruptcy court reached the correct result. *See Royal Palm Props., LLC v. Pink Palm Props., LLC*, 38 F.4th 1372, 1381 n.7 (11th Cir. 2022) (noting “the well-settled rule that if the decision below is correct, it must be affirmed, although the lower court relied upon a wrong ground or gave a wrong reason” (cleaned up)). Here, no “writing” expressly disclaimed a tenancy by the entirety—in any manner whatsoever. Therefore, the bankruptcy court correctly determined that the account was a tenancy by the entirety. *See supra* § I.C.

CONCLUSION

This Court should affirm.

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CERTIFICATE OF COMPLIANCE

This brief complies with the type-volume limitation of Federal Rule of Appellate Procedure 29(a)(5) and this Court's June 20, 2025 Order because it contains 4,720 words, not including items excluded under rule 32(f).

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