

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 26-10141
Non-Argument Calendar

SUNRISE RESIDENTIAL, LLC,

Plaintiff-Appellant,

versus

WALTON ACQUISITIONS FL, LLC,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Florida
D.C. Docket No. 2:25-cv-14164-AMC

Before LUCK, LAGOA, and BRASHER, Circuit Judges.

PER CURIAM:

This appeal concerns a failed real estate transaction and an ensuing contract dispute. Sunrise Residential, LLC, appeals the dis-

district court's grant of Walton Acquisitions FL, LLC's motion to dismiss Sunrise's second amended complaint with prejudice and corresponding motion to discharge lis pendens. Sunrise argues that the district court lacked subject matter jurisdiction and, alternatively, that it erred on the merits. After careful review, we affirm the district court.

I.

Sunrise and Walton entered into a Purchase and Sale Agreement for the sale of 516.32 acres of land in Fort Pierce, Florida. Sunrise intended to build a 1,500-unit residential complex on the land. The agreement contained a four-stage closing schedule, with a first closing for 50% of the land by no later than January 31, 2024, and three subsequent annual closings for equal amounts of the remaining land, plus interest.

The agreement was amended four times, with the final amendment executed on June 20, 2024. The fourth amendment listed a final closing date for March 31, 2025, and contained a clause specifying the agreement would “automatically terminate” if certain conditions were not met by the final closing date.

Sunrise encountered various permitting and regulatory issues—which it blames on Walton—that impaired its ability to close on the land sale. For example, Sunrise accuses Walton of failing to disclose that the U.S. Army Corps of Engineers required specific permits “that were necessary conditions precedent” to construction of the proposed residential complex. Additionally, in May 2022, Walton met with the South Florida Water Management

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District, which “required a completely new wetland delineation and impact study.” Doc. 17 at 208–09 ¶¶ 24–25. Sunrise ran into trouble on its own, too, as the agreement required it to receive governmental approval for the first phase of the site plan as a condition of closing, but that approval had not been obtained by the March 31, 2025, final closing date. Separately, Sunrise was in the process of obtaining entitlements and permits from Saint Lucie County and the City of Fort Pierce to allow residential development of the land.

Sunrise also entered into agreements with two other entities, NVR, Inc., and Lennar, regarding the sale of the land. Both agreements ultimately fell through.

In October 2023, based on the permitting and regulatory delays it encountered, Sunrise began negotiating with Walton to extend the final closing date beyond the original latest agreed-upon date of January 31, 2024. Following several amendments to the agreement, the parties ultimately extended the closing date to March 31, 2025, in their fourth and final amendment. In December 2024, Sunrise again sought to extend the closing date beyond March 31, 2025. But Walton demanded “a non-refundable seven-figure cash payment” as “a starting point for further discussion,” as well as “direct access to [Sunrise]’s consultants and permission to engage [Sunrise]’s buyers.” Doc. 17 at 215 ¶ 68, 218 ¶ 89. Sunrise refused these demands, and, on April 14, 2025, Walton sent Sunrise a termination letter.

Sunrise filed a complaint in Florida state court against Walton in April 2025. Walton removed the action to federal court and sought dismissal; Sunrise amended its complaint and moved to remand to state court based on a lack of diversity jurisdiction. Walton thereafter moved to dismiss Sunrise’s first amended complaint.

After the district court denied Sunrise’s motion to remand because Walton had established complete diversity between the parties, Sunrise sought leave of court to file a second amended complaint. The district court granted Sunrise’s motion for leave with the express caveat that it would be Sunrise’s final pleading.

The second amended complaint contained five counts: breach of contract, specific performance, fraudulent inducement, unjust enrichment, and tortious interference. Walton moved to dismiss Sunrise’s second amended complaint, arguing that it constituted an “improper attempt” to “avoid the consequences of its admitted failure to close” by March 31, 2025, which triggered the fourth amendment’s automatic termination clause. Doc. 17 at 312, 316–17. The district court agreed with Walton and dismissed Sunrise’s second amended complaint with prejudice.

This appeal followed.

II.

We review subject matter jurisdiction *de novo*. See *United States v. Hurtado*, 89 F.4th 881, 891 (11th Cir. 2023) (citing *United States v. Iguaran*, 821 F.3d 1335, 1336 (11th Cir. 2016) (per curiam)). We likewise review a district court’s order granting a motion to

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dismiss *de novo*. See *Hunt v. Aimco Props., L.P.*, 814 F.3d 1213, 1221 (11th Cir. 2016) (citing *Adinolfi v. United Techs. Corp.*, 768 F.3d 1161, 1169 (11th Cir. 2014)).

III.

Sunrise asserts several grounds for reversal. We discuss and ultimately reject each one below.

A.

Sunrise argues that the district court erred in concluding that diversity jurisdiction exists between the parties. It did not.

“The principal federal statute governing diversity jurisdiction, 28 U.S.C. § 1332, gives federal district courts original jurisdiction of all civil actions ‘between . . . citizens of different States’ where the amount in controversy exceeds \$75,000.” *Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 89 (2005) (quoting 28 U.S.C. § 1332(a)(1)). For over two centuries, the Supreme Court has construed the phrase “between . . . citizens of different States” in section 1332(a)(1) “to require complete diversity between all plaintiffs and all defendants.” *Id.* (citations omitted); see also *id.* at 84 (“Defendants may remove an action on the basis of diversity of citizenship if there is complete diversity between all named plaintiffs and all named defendants, and no defendant is a citizen of the forum State.”).

Sunrise does not dispute that it and Walton are the only named parties to this action. Nor does Sunrise dispute that its mem-

bers are citizens of Florida, Texas, and New York, and that Walton's sole member is a citizen of Arizona. *See Purchasing Power, LLC v. Bluestem Brands, Inc.*, 851 F.3d 1218, 1221 (11th Cir. 2017) ("The citizenship of an LLC is the citizenship of each member.").

Rather, Sunrise argues that complete diversity is lacking because "in entering into the [agreement], Walton was acting not only for itself, but also as agent for 1,296 real parties in interest, each of which holds an undivided ownership interest in the subject property." Doc. 15 at 20. Although Walton is the only named defendant, Sunrise contends that the district court should have considered the citizenship of the 1,296 undivided interest holders because they had a 95% interest in the property, and Walton needed 60% approval from them "to sell or take certain actions." *Id.*; *see also id.* at 23. We disagree. The district court did not err in concluding that it did not need to consider the citizenship of the undivided interest holders—which are not parties to this litigation—in assessing diversity of citizenship.

In support of its argument, Sunrise cites holdings from our sister circuits that, when a named *plaintiff* brings an action *on behalf of third parties*, the citizenship of those third parties governs for determining diversity jurisdiction. *See Airlines Reporting Corp. v. S & N Travel*, 58 F.3d 857 (2d Cir. 1995); *Associated Ins. Mgmt. Corp. v. Ark. Gen. Agency, Inc.*, 149 F.3d 794 (8th Cir. 1998). Even assuming such a rule applied in this circuit, it does not help Sunrise here. Here, Sunrise is the sole plaintiff. It chose to sue Walton alone, alleges only that Walton breached the agreement and committed fraud,

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makes no claim against the undivided interest holders, and seeks no relief against them. Sunrise seeks to hold Walton liable, not the undivided interest holders who are not parties to this lawsuit. Because the matter in controversy exceeds the jurisdictional threshold and “the citizenship of every plaintiff” in this action is “diverse from the citizenship of every defendant,” *Legg v. Wyeth*, 428 F.3d 1317, 1320 n.2 (11th Cir. 2005), there is diversity jurisdiction.

B.

Sunrise also argues the district court erred in granting Walton’s motion to dismiss with prejudice for failure to state any causes of action. We conclude it did not.

1.

We will start with Sunrise’s contract claim. “Under Florida law, the plain meaning of the contract’s language controls interpretation of the contract.” *Belize Telecom, Ltd. v. Gov’t of Belize*, 528 F.3d 1298, 1306 n.10 (11th Cir. 2008) (citation omitted). “If a contract provision is clear and unambiguous,” we “may not consider extrinsic or parol evidence to change the plain meaning set forth in the contract.” *MSP Recovery Claims, Series LLC v. QBE Holdings, Inc.*, 965 F.3d 1210, 1218 (11th Cir. 2020) (citations omitted).

Sunrise’s breach of contract and specific performance counts fail because the unambiguous text of the agreement and fourth amendment set a “Final Closing Date” of March 31, 2025, and expressly provided that “[n]otwithstanding anything to the contrary

contained in this Contract, if the transactions described in this Contract are not consummated by the Final Closing Date, then this Contract shall automatically terminate.” Doc. 17 at 296. “[T]he use of the term ‘shall’ is one of requirement.” *Slater v. Energy Servs. Grp. Int’l, Inc.*, 634 F.3d 1326, 1330 (11th Cir. 2011) (citation omitted). It is undisputed that March 31, 2025, passed without closing, and that the parties neither modified the fourth amendment nor superseded it with an additional amendment. Thus, under the plain terms of the fourth amendment, the agreement automatically terminated.

To the extent Sunrise contends that the agreement and fourth amendment produced an unfavorable contractual result, that contention provides no basis for judicial intervention. “It is well settled that a court cannot rewrite the terms of a contract in an attempt to make otherwise valid contract terms more reasonable for a party or to fix an apparent improvident bargain.” *Leverso v. SouthTrust Bank of Ala., Nat’l Ass’n*, 18 F.3d 1527, 1534 (11th Cir. 1994).

2.

The district court also correctly concluded that Sunrise’s pleadings in its fraudulent inducement count did not comply with Federal Rule of Civil Procedure 9(b). A plaintiff alleging fraud “must state with particularity the circumstances constituting fraud.” FED. R. CIV. P. 9(b). We have held that Rule 9(b) requires the plaintiff to allege “(1) the precise statements, documents, or misrepresentations made; (2) the time, place, and person responsible for the statement; (3) the content and manner in which these

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statements misled the plaintiff; and (4) what the defendants gained by the alleged fraud.” *Pop v. LuliFama.com LLC*, 145 F.4th 1285, 1296 (11th Cir. 2025) (alterations adopted) (quoting *Am. Dental Ass’n v. Cigna Corp.*, 605 F.3d 1283, 1291 (11th Cir. 2010)).

Sunrise’s fraudulent inducement count does not meet this heightened standard. It identifies only persons or dates associated with events occurring *after* the parties executed the fourth amendment, and it fails to allege the manner in which any purportedly fraudulent misrepresentations were made. Nor do the second amended complaint’s general factual allegations detail any specific statements or fraudulent misrepresentations made by particular individuals representing Walton before the parties executed the fourth amendment in June 2024, much less before they executed the agreement in August 2022. Sunrise therefore fails to adequately plead how Walton “intended that its statements and/or representations would induce [Sunrise] to . . . enter into the [agreement] and the Amendments to the [agreement].” Doc. 17 at 233 ¶ 201.

More generally, Sunrise’s fraudulent inducement count alleges that Walton withheld or intentionally failed to disclose material information. “However, under the present state of the law in Florida, even intentional nondisclosure of known material facts in a commercial real estate transaction is not actionable.” *Green Acres, Inc. v. First Union Nat’l Bank of Fla.*, 637 So. 2d 363, 364 (Fla. 4th DCA 1994); *see also TransPetro, Ltd. v. Radulovic*, 764 So. 2d 878, 879 (Fla. 4th DCA 2000) (“A defendant’s knowing concealment or non-disclosure of a material fact may only support an action for fraud

where there is a duty to disclose.” (citation omitted)). Nowhere does the second amended complaint allege that Walton had a duty to disclose material facts. For these reasons, Sunrise’s fraudulent inducement count fails.

3.

Next, we consider Sunrise’s claims for unjust enrichment and tortious interference.

Although Sunrise’s brief contains a subsection titled “The Complaint Sufficiently Pled Alternative Causes of Action to the Breach of Contract Claim for Unjust Enrichment and Tortious Interference,” that subsection does not contain any meaningful discussion pertaining to unjust enrichment. Doc. 15 at 39. “Under our Circuit precedent, an appellant abandons an issue on appeal when he fails to raise and meaningfully develop it in his initial brief.” *Castro-Reyes v. City of Opa-Locka*, 166 F.4th 886, 904 (11th Cir. 2026) (citations omitted). Sunrise did not develop any meaningful argument concerning its unjust enrichment count and, thus, abandoned it.

Sunrise’s argument concerning its tortious interference count fares no better. The second amended complaint alleges that Sunrise “maintained active and ongoing negotiations with multiple and regional homebuilders regarding the prospective sale and development of the Property.” Doc. 17 at 236 ¶ 220. It further alleges that, while Walton was still under contract with Sunrise and negotiating a fifth amendment to the agreement, Walton began solicit-

ing these homebuilders regarding a potential purchase of the property. Sunrise argues that Walton’s solicitations “undermined [its] position, disrupted its buyer relationships, [] signaled to the market that [it] lacked control of the [residential complex] project,” and “materially impaired [its] ability to finalize negotiations and maintain momentum in its sales pipeline.” *Id.* at 237 ¶ 230, 238 ¶ 236.

Under Florida law, tortious interference requires establishing: (1) “the existence of a business relationship or contract”; (2) “knowledge of the business relationship or contract on the part of the defendant”; (3) “an intentional and unjustified interference with the business relationship or procurement of the contract’s breach” by the defendant; and (4) “damage to the plaintiff as a result of the interference.” *Al Rushaid Petrol. Inv. Co. v. Siemens Energy Inc.*, 159 F.4th 887, 894 (11th Cir. 2025) (citations omitted). “As a general rule, an action for tortious interference with a business relationship requires a business relationship evidenced by an actual and identifiable understanding or agreement which in all probability would have been completed if the defendant had not interfered.” *Ethan Allen, Inc. v. Georgetown Manor, Inc.*, 647 So. 2d 812, 815 (Fla. 1994).

Sunrise has not plausibly alleged that it had in place an actual or identifiable understanding or agreement which would have been completed but for Walton’s actions. At most, Sunrise alleges that it was negotiating with several companies; that Walton knowingly contacted one of those companies, Greenpointe Development, regarding a potential purchase of the property; that on

April 7, 2025, Walton informed Greenpointe that Sunrise “was out of contract”; that Greenpointe thereafter solicited other prospective buyers who were already negotiating with Sunrise, purportedly with Walton’s backing; and that several of those prospective buyers subsequently reduced or ceased communications with Sunrise. Doc. 17 at 237 ¶ 231. These allegations, however, fail to demonstrate any identifiable understanding or agreement with Greenpointe or any other company, or that any such understanding or agreement would have been completed but for Walton’s actions. *See Ethan Allen*, 647 So. 2d at 815.

4.

Lastly, Sunrise argues in the alternative that, although it did not seek leave to amend, the district court should have afforded it an opportunity to amend the second amended complaint following its dismissal. Not so. Sunrise never asked the district court for an opportunity to amend. It is well established that “[a] district court is not required to grant a plaintiff leave to amend his complaint sua sponte when the plaintiff, who is represented by counsel, never filed a motion to amend nor requested leave to amend before the district court.” *Wagner v. Daewoo Heavy Indus. Am. Corp.*, 314 F.3d 541, 542 (11th Cir. 2002).

IV.

For the foregoing reasons, we **AFFIRM** the district court.