

Florida Real Property and Business Litigation Report
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Kustom US, Inc. v. Herry, LLC, Case No. 1D20-90 (Fla. 1st DCA 2020).

The rule that venue is proper where the breach of contract occurred applies only in instances where liquidated damages are being sought and not where the amount of damages alleged must be proved by evidence.

Drapp v. South Florida Lending Corp., Case No. 2D19-1949 (Fla. 2d DCA 2020).

Deeds are presumed valid and the burden of proof in an action to set aside deeds based on lack of capacity is upon the party claiming lack of capacity.

Quirch Foods LLC v. Broce, Case No. 3D20-842 (Fla. 3d DCA 2020).

An employment agreement signed while employed by the organization requesting the employment agreement is supported by consideration.

Lakeview Loan Servicing, LLC v. Walcott-Barr, Case No. 4D19-1582 (Fla. 4th DCA 2020).

A certified return receipt card is not necessary to prove an attempt to enter into the “face to face” meeting requirement of 24 C.F.R. § 203.604(d) (2019).