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**Sunseeker Investments, Inc. v. Enterprise Maintenance and Contracting, Inc.**, Case No. 1D19-3779 (Fla. 1st DC 2020).

Five factors must be met for collateral estoppel to bar the re-litigation of an issue: (1) an identical issue must have been presented in the prior proceeding; (2) the issue must have been a critical and necessary part of the prior determination; (3) there must have been a full and fair opportunity to litigate that issue; (4) the parties in the two proceedings must be identical; and (5) the issue must have been actually litigated, thus the issue of interest rate not determined in bankruptcy court does not bind a state trial court judge.

**SHEDDF2-FL3, LLC v. Penthouse South, LLC**, Case No. 3D19-1100 (Fla. 3d DCA 2020).

Avoidance of a contract for unconscionability requires both procedural and substantive unconscionability and a settlement agreement cannot be avoided if it is devoid of procedural unconscionability.

**Regions Bank v. Squitieri**, Case No. 3D20-578 (Fla. 3d DCA 2020).

The COVID-19 pandemic is not a valid basis for a trial court not conducting a prompt evidentiary hearing on claim of exemptions from garnishment as required by Florida Statutes Section 77.041(3).

**Devino v. 2436 East Las Olas, LLC**, Case No. 4D19-1931 (Fla. 4th DCA 2020).

Easements in gross are not favored by the courts and an easement is not presumed to be personal when it may fairly be construed as appurtenant to some other estate.

**JB Investment Realty, LLC v. Deutsche Bank National Trust Company Americas**, Case No. 4D19-3380 (Fla. 4th DCA 2020).

Reversal for correction of final judgment of foreclosure, as opposed to dismissal of action for failure to prove damages, is proper when damages are proven but in an incorrect amount.