**Florida Real Property and Business Litigation Report**

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**Maki v. Multibank 2009-1 RES-ADC Venure, LLC**, Case No. 2D19-2060 (Fla. 2d DCA 2020).

The amendment of Florida’s exemption from garnishment statute, Florida Statute section 222.11, to increase the amount to be exempted is remedial in nature and retroactive.

**Universal Property & Casualty Insurance Company v. Deshpande**, Case No. 3D19-1566 (Fla. 3d DCA 2020).

An award of attorney’s fees of $441,805.14 with four attorneys billing 469 hours on a garden-variety case for obtaining an award of $25,000 is excessive.

**Dyck-O’Neal, Inc. v. Herman**, Case No. 4D19-3311 (Fla. 4th DCA 2020).

A 1099-A need not be authenticated if a borrower testifies receiving it, but the information contained in the 1099-A is hearsay.

**JJD Realty, LLC Artesa Homeowners’ Association, Inc.**, Case No. 4D19-3618 (Fla. 4th DCA 2020).

A nunc pro tunc order can correct the record of action previously taken, but cannot be used to enter an order that was “wholly” omitted or to change an existing order.

**Can Financial, LLC v. Niklewicz**, Case No. 4D19-3668 (Fla. 4th DCA 2020).

Mistakenly bidding on a foreclosure sale, including failing to conduct a title search that would have disclosed a first mortgage superior to the mortgage being foreclosed and property being sold, is not grounds for vacating a foreclosure sale.

**Rajabi v. Villas at Lakeside Condominium Association, Inc.**, Case No. 5D18-852 (Fla. 5th DCA 2020).

Sending a unit owner’s disputed monthly payments to the association attorney (who deposited the amounts into his trust account) but not crediting for payments made is a violation of the declaration of condominium.