**Florida Real Property and Business Litigation Report**

**Volume XIII, Issue 48**

**November 28, 2020**

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**Pension Benefit Guaranty Corporation v. 50509 Marine LLC**, Case No. 19-14968 (11th Cir. 2020).

Notwithstanding its bankruptcy and its dissolution under state law, the sponsor of an ERISA plan that continues to authorize payments to beneficiaries and that is not supplanted as the plan’s sponsor by another entity remains the constructive sponsor such that other members of plan sponsor’s controlled group of companies may be held liable under ERISA for the plan’s termination liabilities.

**IATAI Enterprises, Inc. v. Loyacono**, Case No. 3D19-1831 (Fla. 3d DCA 2020).

Florida Rule of Civil Procedure 1.280(b)(5) does not apply to non-parties and a non-party objecting to discovery propounded upon it cannot be compelled to produce a log.

**Merle Wood & Associates, Inc. v. Frazer**, Case No. 4D19-2238 (Fla. 4th DCA 2020).

A party claiming unjust enrichment must prove the value of the benefit provided to and retained by the defendant; providing evidence of the contractual value of commissions is not sufficient substantial, competent evidence of the unjust enrichment.

**Indian River County v. Ocean Concrete, Inc.**, Case No. 4D19-3611 (Fla. 4th DCA 2020).

Damages for violation of the Bert Harris Act, Florida Statute section 70.001, arise from the loss of the investment backed expectation and valuation is not based on the ability of the owner to attain its goal, the date when the owner could attain its goal, or on the highest and best use (value) of the property. An owner can testify as to the loss of investment backed expectation.

**The Cove & Deerfield Beach, LLC v. R Fast, Inc.**, Case No. 4D20-1782 (Fla. 4th DCA 2020).

The requirement of a tenant to deposit rent into the Registry of the Court under Florida Statute section 83.232(5) is strict, and the failure of a tenant to timely do so compels eviction even if the tenant mailed the rent check to the clerk two days before its due date.