

Real Property and Business Litigation Report
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Manuel Farach

Marian Farms, Inc. v. SunTrust Banks, Inc., --- So.3d ----, 2014 WL 25585 (Fla. 5th DCA 2014).

Relying on *Tiara Condo. Ass'n, Inc. v. Marsh & McLennan Co.*, 110 So.3d 399 (Fla.2013), the Fifth District holds that a bank's alleged acts of negligence toward its customer are actionable despite there being a contract (depositor agreement) between the parties. The waiver of jury trial in the depositor agreement is not applicable to these independent torts.

Benihana of Tokyo, Inc. v. Benihana, Inc., --- So.3d ----, 2014 WL 20590 (Fla. 3d DCA 2014).

Comity requires a later action be stayed in favor of prior action when the parties and issues are substantially similar; complete identity of parties and issues is not required.

Greiser v. Whittier Towers Apts. Ass'n Inc., --- Fed.Appx. ----, 2014 WL 26082 (11th Cir. 2014).

A community association is not a state actor, and cannot violate an owner's constitutional rights by its actions unless it acts under color of state law.

U.S. ex rel. Lesinski v. South Florida Water Management Dist., --- F.3d ----, 2014 WL 23737 (11th Cir. 2014).

A water management district is an instrumentality of the state, and thus cannot be sued in *qui tam* under the False Claims Act, 31 U.S.C. §§ 3729–3733.

Bradley v. Franklin Collection Service, Inc., --- F.3d ----, 2014 WL 23738 (11th Cir. 2014).

A debt collector violates the Fair Debt Collection Practices Act, 15 U.S.C. § 1692–1692p, when it charges a standardized “collection fee” of 1/3 of the debt due when the contract upon which the debt is based merely provides for “costs of collection.”

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Bright House Networks, LLC v. Cassidy, --- So.3d ----, 2014 WL 84237 (Fla. 2d DCA 2014).

Customer lists can be a “trade secret” so long as the list satisfies the requirements of Fla. Stat. § 688.002 (4) that they “(a) [d]erive[] independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) [are] the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

JP Morgan Chase Bank, N.A. v. Estate of Neu, --- So.3d ----, 2014 WL 51637 (Fla. 4th DCA 2014).

A subsequent court violates the principle of priority when it deals with funds that are already the subject of a prior lawsuit.

Smith v. Effective Teleservices, Inc., --- So.3d ----, 2014 WL 51686 (Fla. 4th DCA 2014).

An assignment for the benefit of creditors transfers all claims an assignor may have, including claims for fraudulent conveyance, and a creditor may not bring a fraudulent conveyance claim against the assignee to who the assets were transferred unless the assignee has abandoned or sold the claim.

Palm Beach Polo Holdings, Inc. v. Stewart Title Guar. Co., --- So.3d ----, 2014 WL 51697 (Fla. 4th DCA 2014).

While travel time for attorneys is not compensable under general fee shifting principles, it is compensable when the fees are a sanction such as Fla. Stat. § 57.105. Awarding fees for time spent litigating the amount of fees is not proper even for sanctions order.

Viola v. U.S. Bank Nat. Ass'n, --- So.3d ----, 2014 WL 52211 (Fla. 4th DCA 2014).

Documents upon which a movant for summary judgment relies must be filed more than twenty days before the summary judgment hearing, even if already on file.

1st Priority Restoration, Inc. v. Salame, --- So.3d ----, 2014 WL 55010 (Fla. 3d DCA 2014).

An order granting a motion for summary judgment and an order transferring a portion of a case to county court are not appealable either as final or non-final orders.

Pacific Coast Marine Windshields Ltd. v. Malibu Boats, LLC, --- F.3d ----, 2014 WL 53904 (Fed. Cir. 2014).

Patent prosecution history estoppel applies to design patents.

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Brevard Orthopaedic, Spine & Pain Clinics, Inc. v. Health First Medical Management, Inc., --- So.3d ----, 2014 WL 178809 (Fla. 5th DCA 2014).

Traditionally, appellate attorney's fees are awarded to the party that prevails on appeal subject to trial court's discretion to award fees on overall entitlement and amount.

Leila Corporation Of St. Pete v. Ossi, --- So.3d ----, 2014 WL 185202 (Fla. 2d DCA 2014).

The Doctrine of Unclean Hands may, upon proper pleading and proof, be employed to deny recovery to a plaintiff who has acted with unclean hands toward a third party with respect to the matter in litigation.

East Avenue, LLC v. Insignia Bank, --- So.3d ----, 2014 WL 185205 (Fla. 2d DCA 2014).

Trial court departs from essential requirements of law and certiorari is proper when court issues a judgment that may be executed on but may not be appealed because the judgment cannot be subject to a final appeal because other interrelated issues remain pending.

Jarboe Family and Friends Irrevocable Living Trust v. Spielman, --- So.3d ----, 2014 WL 185215 (Fla. 2d DCA 2014).

A plaintiff in impleader under Fla. Stat. § 56.29 must comply with the Florida Long Arm Statute, Fla. Stat. § 48.193, when suing impleaded third party defendants notwithstanding allegations that property has been fraudulently transferred.

Gawker Media, LLC v. Bollea, --- So.3d ----, 2014 WL 185217 (Fla. 2d DCA 2014).

While even a public figure is entitled to some degree of privacy, it is an violation of a media company's First Amendment rights to enjoin publication of video of an extramarital affair when the public figure's extramarital affair is a matter of public debate and disclosure (including by figure himself) and video was not illegally obtained.

Daimler AG v. Bauman, --- S.Ct. ----, 2014 WL 113486 (2014).

The Due Process Clause of the Fourteenth Amendment prohibits a foreign corporation from being responsible under the Alien Tort Statute for alleged conduct of a subsidiary that occurred in another country.

In re Steffen, --- Fed.Appx. ----, 2014 WL 170860 (11th Cir. 2014).

An appellate court cannot review the sale of property under 11 U.S.C. § 363 unless the bankruptcy court has ordered a stay; the mere seeking of a stay (even if denied) is not sufficient to permit appellate review as to whether the sale is wrongly authorized.

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Chace v. Loisel, --- So.3d ----, 2014 WL 258620 (Fla. 5th DCA 2014).

The solicitation by a presiding judge of litigant to be a “Facebook friend” states sufficient basis to disqualify the presiding judge.

Reema Hospitality, Inc. v. MSC1 2007-IQ13 Dike Road, LLC, --- So.3d ----, 2014 WL 258642 (Fla. 5th DCA 2014).

Fees for a receiver may not be set in advance on an hourly basis, but instead must be set after hearing, be moderate and in accordance with the complexity of the case.

North Carillon, LLC v. CRC 603, LLC, --- So.3d ----, 2014 WL 241918 (Fla. 2014).

The Rule of Lenity can be applied in civil cases, and accordingly, the criminal penalties for violating the escrow provisions of the Florida Condominium Act, Fla. Stat. § 718.101 *et seq.*, require that the more lenient interpretation be given to escrow provision. Accordingly, the separate deposits required by Fla. Stat. § 718.202 (1) and (2) may be maintained in one account and contracts where this was not done are not voidable.

RC/PB, Inc. v. Ritz-Carlton Hotel Co., L.L.C., --- So.3d ----, 2014 WL 222992 (Fla. 4th DCA 2014).

A corporation can only act through its agents, and accordingly, the scope of the attorney-client privilege is different for corporations than natural persons. A corporate communication to third persons may still be protected by the privilege depending on whether the:

- (1) communication would not have been made but for the contemplation of legal services;
- (2) employee making the communication did so at the direction of his or her corporate superior;
- (3) superior made the request of the employee as part of the corporation's effort to secure legal advice or services;
- (4) content of the communication relates to the legal services being rendered, and the subject matter of the communication is within the scope of the employee's duties;
- (5) communication is not disseminated beyond those persons who, because of the corporate structure, need to know its contents.

Harris v. Aberdeen Prop. Owners Ass'n, Inc., --- So.3d ----, 2014 WL 223072 (Fla. 4th DCA 2014).

On rehearing, the Fourth District Court of Appeal holds that statute of limitations with regard to amendments to restrictive covenants begins to run when the amendments are recorded, and binds all owners presently affected by the restrictive covenants and those who purchase in the future (i.e., the statute of limitations binds those who are not owners at time of amendment but purchase after the amendment).

Sewell v. Colee, --- So.3d ----, 2014 WL 228702 (Fla. 3d DCA 2014).

Service of process on a party's attorney is effective service only if client authorizes the attorney to accept service on her behalf.

Medtronic, Inc. v. Mirowski Family Ventures, LLC, --- S.Ct. ----, 2014 WL 223040 (2014).

The burden of persuasion of patent infringement rests with patentee, notwithstanding that patentee has been sued for declaratory relief regarding the patent.

Smith v. Casey, --- F.3d ----, 2014 WL 223599 (11th Cir. 2014).

A (not for hire) author who has assigned his rights in a work in exchange for license fees and has the work registered by another is a beneficial owner that has sufficient standing to prosecute a copyright violation.

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Effective Teleservices, Inc. v. Smith, --- So.3d ----, 2014 WL 304973 (Fla. 4th DCA 2014).

Claims are inextricably intertwined, for attorney's fee purposes, when determination of issues on one claim will determine another claim. Where a party is entitled to fees for only some of its claims, a full fee may be awarded only when the claims arise from a common core of facts and are based on related legal theories. Not every attorney who works on a file must testify at a fees hearing to support the fees claim.

Archstone Palmetto Park, LLC v. Kennedy, --- So.3d ----, 2014 WL 305086 (Fla. 4th DCA 2014).

Fla. Stat. § 163.3167 (8) prohibits referenda on development orders.

Town of Jupiter v. Byrd Family Trust, --- So.3d ----, 2014 WL 305124 (Fla. 4th DCA 2014).

Absent delegation from the Florida Department of Environmental Protection, local government cannot enforce provisions of the Florida Mangrove Act, Fla. Stat. § §§ 403.9321 *et seq.*

Navas v. Brand, --- So.3d ----, 2014 WL 305163 (Fla. 3d DCA 2014).

The conducting of business in Florida by a foreign law firm, including making telephone calls to and maintaining clients in Florida, subjects a foreign law firm to minimum contacts jurisdiction in Florida.

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Dingle v. Dellinger, --- So.3d ----, 2014 WL 470679 (Fla. 5th DCA 2014).

An attorney that drafts a non-testamentary conveyance instruments (e.g., a quitclaim deed) may be responsible in malpractice to intended beneficiaries even if not clients.

Alascia v. State, Dept. of Legal Affairs, --- So.3d ----, 2014 WL 470721(Fla. 5th DCA 2014).

An order allowing a *lis pendens* does not result in the seizure of property that allows appeal under Florida Rule of Appellate Procedure 9.130 (a) (3) but may constitute grounds for *certiorari* review under Rule 9.040 (c). Real property is not subject to forfeiture under the Florida Contraband Act if the only basis for the forfeiture is the purchase of the real estate with alleged gambling proceeds.

Olesen v. General Elec. Capital Corp., --- So.3d ----, 2014 WL 470732 (Fla. 5th DCA 2014).

The statute of limitations for intrinsic fraud on the court is one year, but extrinsic fraud is not subject to the one year limitation. A party's attorney conspiring with the opposing party against his own client constitutes extrinsic fraud.

Johnson v. American First Federal, Inc., --- So.3d ----, 2014 WL 474986 (Fla. 1st DCA 2014).

A foreclosure action (either real or personal property) is equitable and lies within the jurisdiction of the county court when the amount is less than \$15,000 and within the jurisdiction of the circuit court regardless of the amount. Actions at law are subject to jurisdictional dollar amounts, and a suit which contains claims both within circuit and county court jurisdictions lies in circuit court.

Intervest Const. of Jax, Inc. v. General Fidelity Ins. Co., --- So.3d ----, 2014 WL 463309 (Fla. 2014).

Payments made by a third party pursuant to a subrogation or indemnification agreement satisfy the self-insured retention requirement under an insurance policy.

Chevaldina v. R.K./FL Management, Inc., --- So.3d ----, 2014 WL 443977 (Fla. 3d DCA 2014).

A temporary injunction against former tenant posting defamatory statements on website is not permissible unless landlord can prove loss of potential tenants, the commission of a future tort by the former tenant, or cyberstalking.

Schron v. Nunziata, --- So.3d ----, 2014 WL 444019 (Fla. 2d DCA 2014).

The procedures of *Venetian Salami Co. v. Parthenais*, 554 So.2d 499, 503 (Fla.1989), must be employed when third party impleaded under Fla. Stat. § 56.29 is not a resident.

Albelo v. Southern Oak Ins. Co., --- So.3d ----, 2014 WL 464087 (Fla. 3d DCA 2014). Fla. Stat. § 57.105 sanctions may be imposed on a party's request or on the court's own initiative; sanctions imposed on the court's initiative do not require compliance with the twenty-one day "safe harbor" provision.

Rombola v. Botchey, --- So.3d ----, 2014 WL 444002 (Fla. 1st DCA 2014). The limited disqualification of attorney who switches sides from defense to plaintiff during pendency of case to only trial (not full) disqualification is error.

Bloch v. Wells Fargo Home Mortg., --- Fed.Appx. ----, 2014 WL 351688 (11th Cir. 2014).

There is no private cause of action under the Home Affordable Modification Program (HAMP) for lender's refusal to permanently modify a loan. A statement that borrower would be considered for HAMP does not constitute estoppel, and oral promises to that effect are barred by the Banker's Statute of Frauds, Fla. Stat. 687.0304.

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General Elec. Capital Corp. v. Shattuck, --- So.3d ----, 2014 WL 562968 (Fla. 2d DCA 2014).

Even if they have an identity of interest, parties may not be added to a final judgment after trial if they have not been served and joined in the case before the trial.

Minty v. Meister Financial Group, Inc., --- So.3d ----, 2014 WL 537396 (Fla. 4th DCA 2014).

The First, Second and Fifth Districts require a change in circumstances before modifying a temporary injunction; the Third and Fourth Districts do not. Notwithstanding not having to show changed circumstances, a court cannot modify a temporary injunction to fully award the relief sought in the litigation before conducting the trial.

Jenkins v. Plaza 3000, Inc., --- So.3d ----, 2014 WL 537494 (Fla. 4th DCA 2014).

The inability to obtain a conventional loan, loss of a contract to sell, inability to lease, damage to creditworthiness, and costs of removing the cloud are all special damages arising from a wrongful *lis pendens*.

General Elec. Capital Corp. v. Bio-Mass Tech, Inc., --- So.3d ----, 2014 WL 538694 (Fla. 2d DCA 2014).

Filing an answer without demanding arbitration waives the right to arbitration, notwithstanding non-waiver language contained in the arbitration agreement. Non-waiver language is not conclusive of, but merely a factor to consider, in waiver analysis.

Montes v. Mastec North America, Inc., --- So.3d ----, 2014 WL 538774 (Fla. 3d DCA 2014).

Failing to list a potential lawsuit as an asset in a Chapter 13 bankruptcy proceeding does not create judicial estoppel in the state court action if the bankruptcy has not yet concluded and the bankruptcy schedules are amended to include the claim.

State Farm Fla. Ins. Co. v. Coburn, --- So.3d ----, 2014 WL 539874 (Fla. 2d DCA 2014).

A party need not file a privilege log until its objections to discovery are first determined.

Kelsey v. SunTrust Mortg., Inc., --- So.3d ----, 2014 WL 540498 (Fla. 3d DCA 2014).

Rehearing is granted, and the case is reversed and remanded upon Appellee's confession of error that a person may not testify based on unauthenticated documents unless the witness has personal knowledge of the documents or is a records custodian.

In re Brown, --- F.3d ----, 2014 WL 563601 (11th Cir. 2014).

Chapter 13 bankruptcy is filed in bad faith when Chapter 13 is chosen over Chapter 7 primarily to allow the debtor to pay his attorneys' fees in installments, there are no assets that can be garnished in a Chapter 7 proceeding, and it is reasonably possible that the Chapter 13 plan is not subject to confirmation.

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Condominium Ass'n of La Mer Estates, Inc. v. Bank of New York Mellon Corp., --- So.3d ----, 2014 WL 620238 (Fla. 4th DCA 2014).

Receding from Fourth District precedent and its prior decision in this case, the Fourth District holds that a default final judgment based on a complaint which fails to state a cause of action is voidable, not void, and must be attacked within one year under the restrictions of Florida Rule of Civil Procedure 1.540. Conflict is certified with decisions from the First and Third Districts as to this issue of law.

Keane v. President Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 626710 (Fla. 3d DCA 2014).

A license is a mere right to do or not do something on another's real property, is not an interest in real property, and is generally revocable. A condominium parking space may consist of a revocable license.

Hoffman v. BankUnited, N.A., --- So.3d ----, 2014 WL 627020 (Fla. 2d DCA 2014).

A foreclosure sale may not be conducted while a timely motion for rehearing of the final judgment of foreclosure remains pending and unresolved.

P.I.E., LLC v. DeSoto County, --- So.3d ----, 2014 WL 660147 (Fla. 2d DCA 2014).

For purposes of the statute of limitations in the Bert J. Harris, Jr. Private Property Rights Protection Act, Fla. Stat. § 70.001, of one year from the date a regulation is "first applied," the regulation is "first applied" when reduced to writing and signed.

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Caduceus Properties, LLC v. Graney, --- So.3d ----, 2014 WL 763137 (Fla. 2014).

An amended complaint, filed after the statute of limitations has expired but based on the same “conduct, transaction or occurrence” alleged in a timely filed third party complaint, relates back under Florida Rule of Civil Procedure 1.190(c) and is considered timely.

Schneider v. Spaeth, --- So.3d ----, 2014 WL 714485 (Fla. 4th DCA 2014).

Dismissal for failure to attend a court-ordered case management conference must be supported with a court finding of willful, contumacious disregard of the court order.

Gulliver Schools, Inc. v. Snay, --- So.3d ----, 2014 WL 769030 (Fla. 3d DCA 2014).

A settlement agreement containing a confidentiality provision prohibiting parties from “either directly or indirectly” disclosing the settlement to third parties is violated when some parties disclose to their child who posts the settlement result on social media.

Crystal Springs Partners, Ltd. v. Michael R. Band, P.A., --- So.3d ----, 2014 WL 775463 (Fla. 3d DCA 2014).

Substitute service on a non-resident under Fla. Stat. § 48.161 requires a party serve the Secretary of State and then deliver “forthwith” to the defendant a copy of the summons and complaint together with evidence of service on the Secretary. Service of the evidence, summons and complaint on the defendant forty-two days after service on the Secretary of State is not “forthwith,” and service is quashed.

King v. Blue Cross and Blue Shield of Florida, Inc., --- So.3d ----, 2014 WL 784264 (Fla. 1st DCA 2014).

An appellate court is without jurisdiction to review an order entered by the trial court after the date of filing the notice of appeal.

Chadbourn & Parke LLP v. Troice, --- S.Ct. ----, 2014 WL 714697 (2014).

For purposes of the Securities Litigation Uniform Standards Act, a fraudulent misrepresentation or omission is not made “in connection with” a purchase or sale of a covered security (generally, one sold on a national exchange) unless the misrepresentation is material to the decision whether to buy or not buy the covered security. A Ponzi scheme based on sale of uncovered securities that are secured by covered securities is not covered by the Act.

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Stevens v. Nationstar Mortg., LLC, --- So.3d ----, 2014 WL 885676 (Fla. 5th DCA 2014).

Failure to serve an unrepresented party with Notice to Set Trial or the trial order violates the party's due process rights and requires vacatur of judgment obtained.

Bermuda Dunes Private Residences v. Bank of America, --- So.3d ----, 2014 WL 885720 (Fla. 5th DCA 2014).

First mortgagee claiming the safe harbor of Fla. Stat. § 718.116 (1) (b) even though Freddie Mac is named plaintiff in the foreclosure action must provide evidence Freddie Mac only foreclosed as servicing agent and not as principal.

Sargeant v. Al-Saleh, --- So.3d ----, 2014 WL 836755 (Fla. 4th DCA 2014).

The Proceedings Supplementary statute, Fla. Stat. § 56.29, does not confer jurisdiction on a Florida judge to order execution on assets outside the state.

Aventura Management, LLC v. Spiaggia Ocean Condominium Ass'n., Inc., --- So.3d ----, 2014 WL 853846 (Fla. 3d DCA 2014).

On second appeal, the Third District re-affirms its prior opinion and holds that a condominium purchaser at foreclosure sale is only liable for assessments due by the prior owner even if the prior owner was the condominium association.

Sharaka v. E & A, Inc., --- So.3d ----, 2014 WL 860304 (Fla. 2d DCA 2014).

A "bona fide termination of the prior litigation" for malicious prosecution purposes means that the prior action was terminated on the merits in a manner that demonstrates the prior suit lacked merit. Termination of prior suit on basis that landlord failed to provide notice of outstanding CAM charges is adverse ruling on the merits.

Almonor v. JPMorgan Chase Bank, N.A., --- So.3d ----, 2014 WL 860759 (Fla. 3d DCA 2014).

Under the Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220, a writ of possession cannot issue against a "bona fide tenant" under a lease.

Ekonomides v. Sharaka, --- So.3d ----, 2014 WL 866149 (Fla. 2d DCA 2014).

A proposal for settlement which offers to pay \$100 upon the opposing party is not ambiguous (i.e., it is enforceable) because the statute provides the trial court shall have continuing jurisdiction to enforce settlement agreements.

Hunter v. Aurora Loan Services, LLC, --- So.3d ----, 2014 WL 847477 (Fla. 1st DCA 2014).

A witness must have personal knowledge of how the business records are made in order to lay the foundation to testify on the business records sought to be introduced.

BG Group, PLC v. Republic of Argentina, --- U.S. ---, 134 S.Ct. 1198 (2014).

Courts typically determine whether an arbitration agreement exists, but whether conditions precedents apply is determined by the arbitrators. A “local litigation provision” is a condition precedent to be determined by the arbitrators.

Lawson v. FMR LLC, --- U.S. ---, 134 S.Ct. 1158 (2014).

Whistleblower protection under Sarbanes–Oxley extends to employees of private contractors and subcontractors serving public companies.

Law v. Siegel, --- U.S. ---, 134 S.Ct. 1188 (2014).

A bankruptcy court’s inherent powers under 11 U.S.C. § 105 (a) cannot expand upon or override specific statutory authorizations in the bankruptcy code. A bankruptcy court may not deny a homestead exemption on a basis not set forth in the statute.

Winn-Dixie Stores, Inc. v. Dolgencorp, LLC, --- F.3d ----, 2014 WL 842949 (11th Cir. 2014).

Federal circuit courts are required to give effect to opinions of Florida’s intermediate courts unless it is clear the Florida Supreme Court would rule otherwise. Under Florida law and for purposes of exclusive sales agreements in shopping centers, “groceries” are given their ordinary dictionary definition.

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Harper v. Wal-Mart Stores East, L.P., --- So.3d ----, 2014 WL 982688 (Fla. 5th DCA 2014).

Pending outstanding material discovery is a valid basis for continuing hearing of a motion for summary judgment, but only if the discovery was not filed as a tactic to delay or thwart the motion for summary judgment.

Badgley v. Suntrust Mortg., Inc., --- So.3d ----, 2014 WL 983006 (Fla. 5th DCA 2014).
Dismissing a complaint for failure to state a cause of action prior to discovery is not a violation of due process.

Roberts v. Bonati, --- So.3d ----, 2014 WL 1007703 (Fla. 2d DCA 2014).

An attorney cannot be sanctioned for violating a confidentiality order unless it is demonstrated the violation was intentional.

In re Amendments To Florida Rule Of Civil Procedure 1.490 and New Florida Rule of Civil In re Amendments To Florida Rule Of Civil Procedure 1.490 and New Florida Rule of Civil Procedure 1.491, --- So.3d ----, 2014 WL 959182 (Fla. 2014).

The foreclosure magistrate amendments to Florida Rule of Civil Procedure 1.490 are moved to newly created Florida Rule of Civil Procedure 1.491; consent to magistrate hearing a foreclosure matter is implied.

Popescu v. JP Morgan Chase Bank, NA, --- So.3d ----, 2014 WL 940629 (Fla. 2014).

A defect in the name on a summons and return of service is not a defect in process when defendant admits service upon her.

Richland Towers, Inc. v. Denton, --- So.3d ----, 2014 WL 941952 (Fla. 2d DCA 2014).

Whether clauses in a contract are dependent or independent of each other depends on the intent of the parties to the contract. A breach of a dependent clause renders the entire contract unenforceable, relieving the other party of requirement to perform.

Deutsche Bank Nat. Trust Co. v. Plageman, --- So.3d ----, 2014 WL 948882 (Fla. 2d DCA 2014).

A loan servicer may verify a complaint filed on behalf of the loan owner, thus satisfying Florida Rule of Civil Procedure 1.110 (b), without providing proof that it has authority to verify the pleading. *Elston/Leetsdale, LLC v. CWC Capital Asset Management LLC*, 87 So.3d 14 (Fla. 4th DCA 2012), is distinguished because the servicer in *Elston* filed the foreclosure on its own behalf and not on behalf of the owner.

Marvin M. Brandt Revocable Trust v. U.S., --- U.S. ---, 134 S.Ct. 1257 (2014).

An easement is a non-possessory right to enter and use land which may be lost through abandonment. Upon abandonment, the servient tenement (owner) is freed of the easement burden. There is no reversionary interest with an easement because the servient tenement has not given an interest in real estate subject to reversion.

Platypus Wear, Inc. v. Horizonte Ltda., --- Fed.Appx. ----, 2014 WL 905342 (11th Cir. 2014).

Damages are not an element of the cause of action for declaratory relief.

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1108 Ariola, LLC v. Jones, --- So.3d ----, 2014 WL 1057281 (Fla. 2014).

A party's equitable ownership of improvements on long-term leased land is sufficient to be taxed thereon notwithstanding the lease is not perpetual or does not allow purchase for nominal value at lease's end.

Accardo v. Brown, --- So.3d ----, 2014 WL 1057291 (Fla. 2014).

The Doctrine of Equitable Ownership provides that a person is deemed an owner of real property and may be taxed thereon if they have all the benefits and obligations of ownership and notwithstanding they do not possess legal title.

Basulto v. Hialeah Automotive, --- So.3d ----, 2014 WL 1057334 (Fla. 2014).

A "meeting of the minds" is required for an enforceable arbitration provision. Both procedural and substantive unconscionability are required to invalidate an otherwise valid contract, but the two requirements may be on a sliding scale (i.e., both not required to the same degree) as the "more substantively oppressive the contract term, the less evidence of procedural unconscionability is required . . ."

Edelsten v. Mawardi, --- So.3d ----, 2014 WL 1031389 (Fla. 4th DCA 2014).

A Florida court may not appoint a receiver over an Ohio corporation, notwithstanding the Ohio corporation is the parent of a Florida subsidiary corporation which owns the Florida real estate in dispute.

A to Z Properties, Inc. v. Fairway Palms II Condominium Assoc., Inc., --- So.3d ----, 2014 WL 1031407 (Fla. 4th DCA 2014).

A purchaser of property at tax deed sale is not liable to a condominium association for unpaid association assessments that accrue prior to the issuance of the tax deed.

Harris v. T.C. Brown Inv. Group, Inc., --- So.3d ----, 2014 WL 1031427 (Fla. 4th DCA 2014).

An escrow agreement which provides that a property seller may keep escrowed monies if seller obtains "all necessary variances from St. Lucie County and/or amendments to the P.U.D. Agreement" to clear an encroachment is not satisfied if seller does not produce evidence from the county that it has granted a variance.

School Bd. of Broward County v. Pierce Goodwin Alexander & Linville, --- So.3d -- --, 2014 WL 1031461 (Fla. 4th DCA 2014).

The phrase "in compliance with and all applicable codes, laws, ordinances, etc." used in an architect's employment contract raises an architect's duty of care above the community standard for architects to a requirement of actual compliance with codes.

Miami Fourth, LLC v. GC Lounge, LLC, --- So.3d ----, 2014 WL 1048286 (Fla. 3d DCA 2014).

Failure to comply with default notice requirements of a lease requires judgment for tenant.

Walthour v. Chipio Windshield Repair, LLC, --- F.3d ----, 2014 WL 1099286 (11th Cir. 2014).

A class action waiver in arbitration is valid notwithstanding a statutory entitlement to class action (such as FLSA).

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Montanez v. Publix Super Markets, Inc., --- So.3d ----, 2014 WL 1255333 (Fla. 5th DCA 2014).

A party's handwritten answers to interrogatory questions sent to her attorney (which attorney then helped with "phraseology") are attorney-client privileged communications.

Connor v. Seaside National Bank, --- So.3d ----, 2014 WL 1255340 (Fla. 5th DCA 2014).

Annuities purchased by former husband for former wife (with wife as beneficiary) are exempt from garnishment under Florida Statute § 222.14.

Samaroo v. Wells Fargo Bank, --- So.3d ----, 2014 WL 1255428 (Fla. 5th DCA 2014).

A mortgage default and acceleration notice which does not advise of right to reinstate mortgage after acceleration does not substantially comply with condition precedent prior to foreclosure requirement of mortgage.

Young v. Achenbauch, --- So.3d ----, 2014 WL 1239965 (Fla. 2014).

Representing business entity and then representing individuals from business entity who are adverse to entity is a conflict which cannot be cured by attorney withdrawing from representing one of the parties.

Aldrich v. Basile, --- So.3d ----, 2014 WL 1240073 (Fla. 2014).

After-acquired property is subject to the rules of intestate succession.

U.S. Bank, N.A. v. Vogel, --- So.3d ----, 2014 WL 1225065 (Fla. 4th DCA 2014).

A foreclosure sale may be set aside on any equitable basis; gross inadequacy of sale price is not required. The failure of communication resulting in plaintiff's counsel mistakenly not bidding at sale is an equitable ground that voids a foreclosure sale.

Vantium Capital, Inc. v. Hobson, --- So.3d ----, 2014 WL 1225142 (Fla. 4th DCA 2014).

The foreclosure sale price is presumptively the fair market value of the property on sale date, subject to borrower presenting evidence the fair market value is higher. The failure to enter deficiency judgment when the foreclosure sale price is less than the judgment amount and borrower presents no evidence in opposition is an abuse of discretion.

Arch Specialty Ins. Co. v. Kubicki Draper, LLP, --- So.3d ----, 2014 WL 1225188 (Fla. 4th DCA 2014).

Failure to allow relation-back to correct a misnomer in name of plaintiff when it is clear there is identity of interest between named plaintiff and the correct plaintiff is error.

Joseph v. Geico Indem. Co., --- So.3d ----, 2014 WL 1225195 (Fla. 4th DCA 2014).

A motion for additur is the functional equivalent of a conditional motion for new trial under Florida Rule of Civil Procedure 1.530 (b) and must be served within ten days.

Innovision Practice Group, P.A. v. Branch Banking and Trust Co., --- So.3d ----, 2014 WL 1227329 (Fla. 2d DCA 2014).

A trial court may not enter partial final judgment and allow execution on some counts of a complaint while interrelated counts remain outstanding as doing so permits the plaintiff to execute on a judgment upon which the defendant cannot, because of the pending counts, file an appeal.

Grove Isle Ass'n, Inc. v. Grove Isle Associates, LLLP, --- So.3d ----, 2014 WL 1230326 (Fla. 3d DCA 2014).

A condominium association may not unilaterally void provisions of a declaration of condominium unless the provisions violate public policy, are wholly arbitrary in their application, or violate fundamental constitutional rights.

Trans Healthcare, Inc. v. Creekmore, --- So.3d ----, 2014 WL 1230498 (Fla. 3d DCA 2014).

An interlocutory out of state order appointing a receiver is not entitled to full faith and credit under the Florida Uniform Enforcement of Foreign Judgments Act, Florida Statute § 55.501, because it is not a final judgment.

Big Bang Miami Entertainment, LLC. v. Moumina, --- So.3d ----, 2014 WL 1230504 (Fla. 3d DCA 2014).

Florida Statute § 673.402 holds that a signer who signs a business entity check in which the entity is identified is not personally liable even if the check is signed without reflecting the signer's agency status.

Sunshine Gasoline Distributors, Inc. v. Biscayne Enterprises, Inc., --- So.3d ----, 2014 WL 1230509 (Fla. 3d DCA 2014).

Lessor approval of lease renewals is required when the lease states that renewals "shall ... require written approval of Lessor, which approval shall be within the sole discretion of Lessor."

Lopez v. Bank of America, N.A., 2014 WL 1245609 (Fla. 2d DCA 2014).

A defendant may be awarded attorneys' fees when the plaintiff voluntarily dismisses a case and the contract or statute in effect defines fees as an element of costs and the plaintiff is on notice of the fees request or defendant requested fees in pleadings.

Lexmark Intern., Inc. v. Static Control Components, Inc., --- S.Ct. ----, 2014 WL 1168967 (2014).

The "zone of interest test," and not "prudence," determines whether a federal court must hear a controversy on a federal statute, abrogating *Elk Grove Unified School Dist. v. Newdow*, 542 U.S. 1, 12, 124 S.Ct. 2301, 159 L.Ed.2d 98.

U.S. v. Quality Stores, Inc., --- S.Ct. ----, 2014 WL 1168968 (2014).

Severance payments are “wages” from which FICA payments must be withheld.

Perlman v. Bank of America, N.A., --- Fed.Appx. ----, 2014 WL 1259462 (11th Cir. 2014).

The “mere conduit” defense is an affirmative defense to a fraudulent transfer action.

In re Custom Contractors, LLC, --- F.3d ----, 2014 WL 1226852 (11th Cir. 2014).

A defendant seeking to employ the “mere conduit or control” defense in order to avoid liability as an initial transferee under 11 U.S.C. § 550 must demonstrate “(1) that they did not have control over the assets received, i.e., that they merely served as a conduit for the assets that were under the actual control of the debtor-transferor and (2) that they acted in good faith and as an innocent participant in the fraudulent transfer.”

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Orlando/Orange County Expressway v. Tuscan Ridge, --- So.3d ----, 2014 WL 1325670 (Fla. 5th DCA 2014).

“Excessive litigation” does not warrant fee award in eminent domain proceedings over and above that set forth in statute; question certified to Florida Supreme Court.

Wright v. Czariki, --- So.3d ----, 2014 WL 1344479 (Fla. 2d DCA 2014).

Parol evidence permissible in contract dispute over stock sale when sale terms are vague or incomplete.

Kushner v. Wyndsong Estates Homeowners Ass'n, Inc., --- So.3d ----, 2014 WL 1301497 (Fla. 4th DCA 2014).

Entry of final judgment while counterclaim pending is reversible error.

Bristol v. Wells Fargo Bank, Nat. Ass'n, --- So.3d ----, 2014 WL 1301505 (Fla. 4th DCA 2014).

Assignment of mortgage without assignment of note (or debt obligation) does not confer standing as the debt confers standing.

Small v. Devon Condominium B Ass'n, Inc., --- So.3d ----, 2014 WL 1301540 (Fla. 4th DCA 2014).

In order for a condominium association's actions to be valid, the action must be within the association's authority and reasonable.

Creative Choice Homes, II, Ltd. v. Keystone Guard Services, Inc., --- So.3d ----, 2014 WL 1304996 (Fla. 3d DCA 2014).

There are three types of judicial sanctions: criminal sanctions, compensatory civil sanctions, and coercive civil sanctions. Civil sanctions involve a coercive purpose with a purge provision while criminal sanctions are punitive in nature.

In re Ware, --- Fed.Appx. ----, 2014 WL 1329151 (11th Cir. 2014).

Relief from the automatic stay is not valid until after 14 days from order, unless otherwise ordered by the court.

Central Mortg. Co. v. Laskos, --- Fed.Appx. ----, 2014 WL 1272462 (11th Cir. 2014).

Borrowers are not entitled to removal of state court foreclosure actions to federal court notwithstanding claims of violation of U.s. Constitution's Due Process and Supremacy Clauses.

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Comins v. Vanvoorhis, --- So.3d ----, 2014 WL 1393081 (Fla. 5th DCA 2014).

Blog and blog posts are “other medium” within meaning of Fla. Stat. § 770.01 requiring pre-suit notice, and blogger is entitled to pre-suit notice before being sued.

FI-Tampa, LLC v. Kelly-Hall, --- So.3d ----, 2014 WL 1396593 (Fla. 2d DCA 2014).

A party must present proof of anticipated costs in order to establish that a contract is procedurally unconscionable as the result of requiring dispute resolution through a procedure (arbitration) that prohibits effective representation or dispute resolution.

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Neiman v. Kahn, Chenkin & Resnick, P.L., --- So.3d ----, 2014 WL 1464576 (Fla. 4th DCA 2014).

Summary judgment against one defendant must be denied when all defendants are similarly situated and some affidavits in opposition preclude summary judgment.

Wells Fargo Ins. Services USA, Inc. v. Blackshear, --- So.3d ----, 2014 WL 1478228 (Fla.4th DCA 2014).

A premature negligent misrepresentation claim must be abated (if passage of time will cure prematurity) or dismissed without prejudice (if passage of time will not cure).

326-330 St. Armands Circle, LLC v. GEE22, LLC, --- So.3d ----, 2014 WL 1478872 (Fla. 2d DCA 2014).

A landlord's failure to deliver premises by a date certain is not a breach of contract if the lease does not contain a delivery date, even if time is of the essence in the lease.

DOT (SR) v. Telesur, --- So.3d ----, 2014 WL 1479200 (Fla. 2d DCA 2014).

The Law of the Case Doctrine applies to cases that have been adjudicated to finality and does not apply to cases reversed on appeal and remanded for further proceedings.

Rusniaczek v. Tableau Fine Art Group, Inc., --- So.3d ----, 2014 WL 1485205 (Fla. 3d DCA 2014).

A party seeking to vacate a final judgment due to fraud must state the purported fraud with particularity. Liquidated damages for breach of contract are permitted so long as actual damages are ascertainable and the stipulated (liquidated) damages are not disproportionate to the actual damages.

San Francisco Distribution Center, LLC v. Stonemason Partners, LP, --- So.3d ----, 2014 WL 1491633 (Fla. 3rd DCA 2014).

The Third District aligns with the Fourth District and holds that a contractual provision permitting a non-breaching party to elect either specific performance or liquidated damages upon a defendant's breach is enforceable.

Dutra v. Kaplan, --- So.3d ----, 2014 WL 1491639 (Fla. 3d DCA 2014).

An anticipatory breach gives the non-breaching party three options: rescind the contract, treat the contract as immediately breached (by bringing suit or changing position based on the repudiation), or await the time for performance to see if the party actually performs or breaches. If a party elects the third option, the statute of limitations begins to run at the contracted time for performance.

Rodriguez v. ALS Commercial Funding, LLC, --- So.3d ----, 2014 WL 1499785 (Fla. 3rd DCA 2014).

A final judgment obtained after defendants fail to attend hearing as the result of not receiving notice sent to prior address (defendants having filed a Notice of Change of Address) must be reversed.

U.S. Commodity Futures Trading Com'n v. Hunter Wise Commodities, LLC, --- F.3d ----, 2014 WL 1424435 (11th Cir. 2014).

The Commodity Exchange Act dispenses with some of the traditional requirements for injunctions such as substantial likelihood of success on the merits or injury, and permits the entry of an injunction on a *prima facie* showing of illegality. The Commodities Future Trading Commission is permitted to regulate off-exchange, non –delivery transactions.

Harding v. Orlando Apartments, LLC, --- F.3d ----, 2014 WL 1408634 (11th Cir. 2014).

The Fair Housing Act does not impose obligations on an apartment complex purchaser to insure the complex complies with the Act's design and construction guidelines.

Lamm v. State Street Bank and Trust, --- F.3d ----, 2014 WL 1410172 (11th Cir. 2014).

Without additional facts, a custodian bank has no duty to monitor a customer's account to verify or ensure investment adviser's actions taken through the custodian bank.

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Hancock Bank v. D.S.C. of Newark Enterprises, --- So.3d ----, 2014 WL 1632120 (Fla. 5th DCA 2014).

A vendor's lien for uncompleted subdivision improvements does not gain priority over a prior and properly recorded mortgage.

U.S. Bank Nat. Ass'n v. Bartram, --- So.3d ----, 2014 WL 1632138 (Fla. 5th DCA 2014).

A borrower's default after a failed foreclosure attempt creates a new cause of action for statute of limitations purposes, even where the loan has been previously accelerated.

Lindsey v. Cadence Bank, N.A., --- So.3d ----, 2014 WL 1632241 (Fla. 1st DCA 2014).

A supervisor sufficiently knowledgeable as to the creation and maintenance of business records may testify to those records based on the Business Records Exception. Attorneys' fees for anticipated future work may not be awarded based on "estimated time to complete" work on a case.

Deutsche Bank Nat. Trust Co. v. Huber, --- So.3d ----, 2014 WL 1612460 (Fla. 4th DCA 2014).

The original (not a copy) of the promissory note must be moved into evidence and surrendered in order for lender to be entitled to foreclosure.

Deutsche Bank Trust Co. Americas v. Nash, --- So.3d ----, 2014 WL 1613412 (Fla. 2d DCA 2014).

A bankruptcy discharge releases borrowers from properly scheduled personal obligations but does not release the security (real property) from foreclosure.

E.I. DuPont De Nemours & Co., Inc. v. Sidran, --- So.3d ----, 2014 WL 1613656 (Fla. 3rd DCA 2014).

An "evolving" and "self-edited" database collection used as response to production that has errors is not a fraud on the court unless it can be demonstrated the responding party attempted to deprive the requesting party of its ability to present a claim or defense. Of note; the case is twenty-two years old (with the collection of documents evolving from paper to electronic during that time), and the requesting party has filed thousands of document requests and has received almost 1,000,000 documents.

GDG Acquisitions, LLC v. Government of Belize, --- F.3d ----, 2014 WL 1599561 (11th Cir. 2014).

When determining whether to apply the Doctrine of International Comity, courts must review the "strength of United States' interest in using foreign forum, the strength of foreign governments' interests, and the alternative forum's adequacy."

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Olesh v. Greenberg, --- So.3d ----, 2014 WL 1715193 (5th DCA 2014).

Despite a previous settlement agreement, the doctrines of collateral estoppel, res judicata, and merger do not preclude causes of action which have not yet accrued.

Quinones v. Southeastern Inv. Group Corp., --- So.3d ----, 2014 WL 1722303 (Fla. 3d DCA 2014).

Denial of a motion to intervene constitutes a final determination as to the party seeking intervention, so appeal must be filed within thirty days of the order pursuant to Florida Rules of Appellate Procedure 9.030(b)(1)(A) and 9.110(b).

Highmark Inc. v. Allcare Health Management System, Inc., --- S.Ct. ----, 2014 WL 1672043 (2014).

Whether to award to award attorney's fees to the prevailing party in "exceptional cases" under the Patent Act, 35 U.S.C. § 285, is in trial court's discretion.

Octane Fitness, LLC v. Icon Health & Fitness, Inc., --- S.Ct. ----, 2014 WL 1672251 (2014).

An "exceptional case" under the Patent Act permitting the award of attorneys' fees is one "that simply stands out from others with respect to the substantive strength of a party's litigating position (considering both the governing law and the facts of the case) or the unreasonable manner in which the case was litigated."

Walter v. Avellino, --- Fed.Appx. ----, 2014 WL 1663332 (11th Cir. 2014).

The "inquiry notice standard" is no longer applicable to securities fraud claims, but the five year statute of repose continues to apply.

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Brody v. Broward County Sheriff's Office, --- So.3d ----, 2014 WL 1795496 (Fla. 4th DCA 2014).

A charging lien may not be entered two years after a final judgment in which jurisdiction was not retained to enter such liens.

Noimbie v. Harvey, --- So.3d ----, 2014 WL 1795643 (Fla. 4th DCA 2014).

A court loses jurisdiction over, and cannot adjudicate ownership of, a tenant's rent deposited under Fla. Stat. § 83.60 (2) when the case is dismissed with prejudice.

Brandenburg v. Residential Credit Solutions, Inc., --- So.3d ----, 2014 WL 1795756 (Fla. 4th DCA 2014).

A substituted plaintiff/assignee acquires the same standing the original plaintiff/assignor had at time of filing suit. Failure to record an assignment of mortgage does not invalidate the mortgage (but may affect priority as against third parties).

Ferguson Enterprises, Inc. v. Astro Air Conditioning and Heating, Inc., --- So.3d --- -, 2014 WL 1805315 (Fla. 2d DCA 2014).

A merger does not constitute an assignment of rights of the acquired corporation; the surviving corporation acquires all the rights of the acquired corporation and is entitled to enforce all rights of the acquired corporation.

Dirico v. Redland Estates, Inc., --- So.3d ----, 2014 WL 1814135 (Fla. 3d DCA 2014).

Contract interpretations must be reasonable and differing (not just differing) in order to create sufficient ambiguity to admit parol evidence as to the contract's meaning.

Hibachi Grill, Inc. v. Arki Const., Inc., --- So.3d ----, 2014 WL 1814163 (Fla. 3d DCA 2014).

A contractor is entitled to the unpaid contract price, and not just "net profit," after it reaches substantial performance of the construction project.

Lodge v. Kondaur Capital Corp., --- F.3d ----, 2014 WL 1813298 (11th Cir. 2014).

The "actual damages" a party may recover for intentional violation of the bankruptcy automatic stay include emotional distress damages, but only when the plaintiff "(1) suffer[s] significant emotional distress, (2) clearly establish[es] the significant emotional distress, and (3) demonstrate[s] a causal connection between that significant emotional distress and the violation of the automatic stay."

Kentner v. City of Sanibel, --- F.3d ----, 2014 WL 1813316 (11th Cir. 2014).

Riparian rights, being created by state law and not arising from the Constitution, are not “fundamental rights” entitled to fundamental rights standard of review. Substantive due process review of legislative actions is considered under the “rational basis” standard and requires the complaining party to demonstrate the government action has no rational basis to a legitimate government need or power.

UPS Supply Chain Solutions, Inc. v. Megatrux Transp., Inc., --- F.3d ----, 2014 WL 1816946 (11th Cir. 2014).

A liability limitation in a contract between shipper and logistics provider does not limit carrier's liability for theft of cargo to owner under the Carmack Amendment, 49 U.S.C. § 14706(a)(1).

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2700 North Ocean, LLC v. Sternberg, --- So.3d ----, 2014 WL 1921338 (Fla. 3d DCA 2014).

Subject to the trial judge's discretion, third parties may be subjected to post-judgment discovery in aid of execution even if supplementary proceedings have not commenced.

Peysina v. Deutsche Bank Nat. Trust Co., --- So.3d ----, 2014 WL 1921752 (Fla. 3d DCA 2014).

A trial court's decision whether a party conducted an adequate search before serving by publication is subject to a substantial competent evidence standard of appellate review.

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Bencivenga v. Osceola County, --- So. 3d ----, 2014 WL 2129896 (Fla. 5th DCA 2014).

Appellate court on second tier certiorari review can only examine whether procedural due process was afforded and the correct law was applied; it cannot examine whether there was substantial, competent evidence at the administrative hearing (trial) level.

Burt v. Hudson & Keyse, LLC, --- So. 3d ----, 2014 WL 2130253 (Fla. 5th DCA 2014).

Proof of mailing such as a return receipt, an affidavit swearing notice was actually mailed, or proof of a regular business practice creates a rebuttable presumption of receipt. An affidavit denying receipt does not conclusively rebut the presumption of receipt, but creates an issue of fact that must be resolved by the trier of fact.

Agile Assur. Group, Ltd. v. Palmer, --- So. 3d ----, 2014 WL 2151971 (Fla. 2d DCA 2014).

Contracts must be read in their entirety, and doing so can require the word “may” be interpreted as mandatory instead of permissive. A contract clause may require the contract not be interpreted against its drafter, and such provision is given effect.

R.H. Ciccone Properties, Inc. v. JP Morgan Chase Bank, N.A., --- So.3d ----, 2014 WL 2101804 (Fla. 4th DCA 2014).

The Litigation Privilege does not apply to allegations made in a prior legal proceeding. Likewise, the Litigation Privilege does not apply to bar quiet title suits arising out of allegations made in a prior proceeding.

Village at Dolphin Commerce Center, LLC v. Construction Service Solutions, LLC, --- So.3d ----, 2014 WL 2116361 (Fla. 3d DCA 2014).

Misapplication of law is not a statutory basis for vacating an arbitration award under Fla. Stat. § 682.13. An arbitration panel does not exceed its jurisdiction if the issue upon which jurisdiction is allegedly exceeded is arbitrated without objection.

U.S. Bank Nat. Ass'n v. Bevans, --- So.3d ----, 2014 WL 2118190 (Fla. 3d DCA 2014).

Litigation by a junior claimant does not eliminate a senior claim that is a duly recorded instrument under Fla. Stat. § 48.23, even if the senior failed to record a *lis pendens* in its own litigation. Likewise, a senior claimant that does not record a *lis pendens* and does not join the junior claimant in litigation does not eliminate the junior claimant.

Petrella v. Metro-Goldwyn-Mayer, Inc., --- S.Ct. ----, 2014 WL 2011574 (2014).

The Copyright Act's three year statute of limitations (i.e., each infringing act allows a new cause of action) is not barred by the doctrine of laches.

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Ocean Palm Golf Club Partnership v. City of Flagler Beach, --- So.3d ----, 2014 WL 2217255 (Fla. 5th DCA 2014).

Inverse condemnation can arise from government inaction, e.g., the government refusing to rezone land, but only when the character of the neighborhood has changed. Inverse condemnation does not protect against changed market conditions that have made the property or the property's use unprofitable; loss of reasonable economic expectations must be the result of the government regulation and not outside factors.

Wolkoff v. American Home Mortg. Servicing, Inc., --- So.3d ----, 2014 WL 2378662 (Fla. 2d DCA 2014).

Upon a failure of proof, an appellate court must reverse with instructions for the trial court to enter an order of involuntary dismissal. A contemporaneous objection is not necessary to raise sufficiency of evidence on appeal of a non-jury trial.

One West Bank, F.S.B. v. Bauer, --- So.3d ----, 2014 WL 2441791 (Fla. 2d DCA 2014).

An inconsistency between a foreclosure complaint and the proof at trial as to standing, i.e., the complaint alleges plaintiff owns and holds the note but proof at trial demonstrates plaintiff is entitled to enforce the note, does not deprive of standing.

Oasis Builders, LLC v. McHugh, --- So.3d ----, 2014 WL 2197565 (Fla. 4th DCA 2014).

An order overruling objections to discovery is not a clear and unambiguous order to produce documents, and thus cannot serve as the basis for a contempt order when the documents are not produced.

Cayea v. CitiMortgage, Inc., --- So.3d ----, 2014 WL 2197616 (Fla. 4th DCA 2014).

The foundation necessary for the introduction of business records into evidence may be met by the records custodian testifying as to the business records, by stipulation or by use of a certificate under Fla. Stat. § 90.803 (6) (c). Printouts of information contained in the business records of the company are sufficient, and the person who testifies does not need to be the person who conducted the activity or created the business record (just sufficiently acquainted with the activity).

McNulty v. BankUnited, --- So.3d ----, 2014 WL 2208168 (Fla. 3d DCA 2014).

Motions for relinquishment of jurisdiction are granted sparingly and typically only to accomplish ministerial matters.

Rocketrider Pictures, LLC v. BankUnited, --- So.3d ----, 2014 WL 2212230 (Fla. 3d DCA 2014).

Foreclosure judgment against only one spouse when property is titled by the entirety does not convey title.

Pereira v. Regions Bank, --- F.3d ----, 2014 WL 2219166 (11th Cir. 2014).
Florida statute prohibiting banks from charging check cashing fees is preempted by federal law as applied to branches of out of state banks operating in Florida.

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Mathews v. Branch Banking & Trust Co., --- So.3d ----, 2014 WL 2536831 (Fla. 2d DCA 2014).

A pleading (answer and affirmative defenses) does not satisfy the requirement under Fla. Stat. § 45.031 (7) (b) that a junior lienholder must file a claim with the clerk in order to receive surplus funds from a foreclosure sale.

Nordlicht v. Discala, --- So.3d ----, 2014 WL 2480168 (Fla. 4th DCA 2014).

Under current Florida *forum non conveniens* law, the strong presumption in favor of plaintiff's choice of Florida as the forum applies even when the defendant is not a Florida resident. Moreover, public interests must be considered even when outweighed by the private interests.

Mendez, Jr. v. Hampton Court Nursing Center, LLC, --- So.3d ----, 2014 WL 2515690 (Fla. 3d DCA 2014).

Distinguishing itself from the Fourth and Fifth Districts, the Third District holds that an intended third party beneficiary of a contract with an arbitration agreement is bound to the contract and its arbitration provision.

Limelight Networks, Inc. v. Akamai Technologies, Inc., --- S.Ct. ----, 2014 WL 2440535 (2014).

A defendant cannot be held for contributory infringement of a business method patent under 35 U.S.C. 271 (b) when no one party has directly infringed the patent.

Nautilus, Inc. v. Biosig Instruments, Inc., --- S.Ct. ----, 2014 WL 2440536 (2014).

A patent is invalid for indefiniteness if it cannot inform those reasonably skilled in the art the claimed scope of the patent.

Breslow v. Wells Fargo Bank, N.A., --- F.3d ----, 2014 WL 2523091 (11th Cir. 2014).

The giving of consent under the Telephone Consumer Protect Act (TCPA) for autodialed calls is for the individual and not the phone number. Thus, a party autodialing a previously permissible telephone number violates the TCPA if the number has been transferred to a new person who has not given consent under the TCPA.

Wiand v. Lee, --- F.3d ----, 2014 WL 2446084 (11th Cir. 2014).

Actual intent to defraud need not be established under the Florida Uniform Fraudulent Transactions Act when a transfer in furtherance of a Ponzi scheme is proven.

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Monique A. Levi & Associates, Inc. v. SPCP Group V, LLC, --- So.3d ----, 2014 WL 2587758 (Fla. 4th DCA 2014).

The payment of a broker's commission is not always a material term upon which there must be agreement for a contract to be formed, but is a material term under these circumstances when terms of contract formation are not clear.

Matte v. Caplan, --- So.3d ----, 2014 WL 2587815 (Fla. 4th DCA 2014).

Strict compliance with Florida Rule of Civil Procedure 2.516 is required, otherwise the particular document is deemed not filed. A Fla. Stat. § 57.105 motion will be denied if “(1) the e-mail attached the motion in Word format instead of a PDF or link; (2) the subject line failed to state ‘SERVICE OF COURT DOCUMENT’ and contained a number that does not correlate with the circuit court case number; and (3) the body of the e-mail failed to contain any of the required information listed in subsection (ii), but simply said, ‘See attached motion.’”

Losner v. Australian of Palm Beach Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 2589046 (Fla. 4th DCA 2014).

While an association claim of lien under Fla. Stat. § 718.116 (5) (b) “secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of final judgment,” the statute does not cover separate assessments for other purposes that are assessed after suit is filed.

Carter v. Mendez, --- So.3d ----, 2014 WL 2589166 (Fla. 4th DCA 2014).

Even when dismissing *sua sponte*, a court must give notice before dismissing a claim under Florida Rule of Civil Procedure 1.070 (j) for failure to serve within 120 days.

CVE Master Management Co., Inc. v. Ventnor "B" Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 2589214 (Fla. 4th DCA 2014).

Damages for a class representative does not need to be the same or other class members so long as the “typicality” (that the representative's claims are typical of the members' claims) requirement is met.

Patel v. Nandigam, --- So.3d ----, 2014 WL 2596181 (Fla. 2d DCA 2014).

A proposal for settlement under Florida Statute § 768.79 that offers to settle all legal and equitable claims is ineffective as a proposal for settlement cannot encompass equitable claims. Notwithstanding an ineffective proposal for settlement, a party may still be awarded attorneys' fees pursuant to Fla. Stat. § 44.103 (6) (a) for requesting a trial *de novo* after arbitration and not recovering in excess of the arbitration award.

Porsche Cars North America, Inc. v. Diamond, --- So.3d ----, 2014 WL 2599682 (Fla. 4th DCA 2014).

The three-pronged test of “unfairness” for purposes of Florida Unfair and Deceptive Trade Practice claims requires the injury to the consumer 1) be substantial, 2) not outweighed by countervailing benefits to consumers or competition, and 3) an injury the consumer could not himself have reasonably avoided.

Sunshine Gasoline Distributors, Inc. v. Biscayne Enterprises, Inc., --- So.3d ----, 2014 WL 2599857(Fla. 3d DCA 2014).

Upon rehearing, the Third District clarifies that the duty of good faith and fair dealing serves to protect the reasonable contract expectations of the parties when there is a reasonable range of choices but is not applicable when the choice is “binary,” i.e., an answer that is either “yes” or “no.”

Wilkerson v. Johnson, --- So.3d ----, 2014 WL 2561414 (Fla. 1st DCA 2014).

A trial court must state the reasons why it believes a certain number of attorney hours to be reasonable for a fee award, not just state why the claimed amount is not reasonable. Under Fla. Stat. § 57.0541, a prevailing party must be awarded “all” of his legal costs.

Republic of Argentina v. NML Capital, Ltd., --- S.Ct. ----, 2014 WL 2675854 (2014).

The Foreign Sovereign Immunities Act of 1976, 28 U.S.C. §§ 1330, 1602 *et seq.*, does not exempt a foreign government from post-judgment discovery in aid of execution that is otherwise valid and permissible.

POM Wonderful LLC v. Coca-Cola Co., --- S.Ct. ----, 2014 WL 2608859 (2014).

The Food, Drug, and Cosmetic Act (FDCA) does not preclude a private party from bringing a Lanham Act claim challenging as misleading a food label that is regulated by the FDCA.

Clark v. Rameker, --- S.Ct. ----, 2014 WL 2608860 (2014).

Funds held in bankrupt debtor’s inherited retirement account are not exempt from claims of creditors under 11 U.S.C.A. § 522(b) (3) (C).

Executive Benefits Ins. Agency v. Arkison, --- S.Ct. ----, 2014 WL 2560461 (2014).

A bankruptcy court may try “non-core” bankruptcy claims so long as it submits proposed findings of fact and conclusions of law to the district court to be reviewed *de novo*.

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Catastrophe Services, Inc. v. Fouche, --- So. 3d ----, 2014 WL 2781817 (Fla. 5th DCA 2014).

An arbitration agreement between a Florida resident and a foreign party is governed by the Federal Arbitration Act. Under federal law, a party seeking to invalidate an arbitration provision on the basis of prohibitive cost bears the burden of demonstrating the prohibitive cost.

Olean Medical Condominium Ass'n, Inc. v. Azima, --- So. 3d ----, 2014 WL 2783190 (Fla. 2d DCA 2014).

Equitable estoppel cannot be used to counter a statute of limitations defense unless claimant can demonstrate he was precluded from bringing the action during the statutory time period.

In re Amendments to Code of Judicial Conduct, --- So. 3d ----, 2014 WL 2765822 (Fla. 2014).

Senior judges may continue to serve as mediators, but cannot serve in the same circuit as which they mediate and may not lend the prestige of the (senior judge) office to their mediation practice or company.

Olson v. Robbie, --- So. 3d ----, 2014 WL 2740823 (Fla. 4th DCA 2014).

Long arm jurisdiction under Fla. Stat. § 48.193 (g) (contracts that are breached in the state) requires the breach of a specific covenant that is that is contractually required to be performed within the state.

Citimortgage, Inc. v. Hill, --- So. 3d ----, 2014 WL 2751055 (Fla. 1st DCA 2014).

Florida Rule of Civil Procedure 1.440 contemplates parties will notice a case for trial, and then the court will set the case for trial.

Fernandez v. Yates, --- So.3d ----, 2014 WL 2756526 (Fla. 3d DCA 2014).

Judicial dissolution of a corporation may be permitted when the shareholders are deadlocked, even if the corporation is solvent and arguably able to conduct business.

Panama City-Bay County Airport and Indus. Dist. v. Kellogg Brown & Root Services, Inc., --- So.3d ----, 2014 WL 2772646 (Fla. 1st DCA 2014).

Unless it is a Mary Carter agreement, disclosing a settlement agreement to the jury is reversible error under Fla. Stat. § 46.015 (3). A Mary Carter agreement is a settlement with one party with that party furtively agreeing to remain in the suit; a settlement agreement where the settling party is dropped is not a Mary Carter agreement.

Alice Corp. Pty. Ltd. v. CLS Bank Intern., --- S.Ct. ----, 2014 WL 2765283 (2014).

The concept of an intermediated third party settlement is an abstract idea not capable of patent protection. Directing, at a high level of abstraction, that the idea be implemented does not make the idea patent-eligible.

Hillcrest Property, LLC v. Pasco County, --- F.3d ----, 2014 WL 2748192 (11th Cir. 2014).

42 U.S.C. § 1983 substantive due process claims are subject to the forum state's statute of limitations for personal injury claims.

In re Checking Account Overdraft Litigation, --- F.3d ----, 2014 WL 2750115 (11th Cir. 2014).

Waiver of arbitration occurs when a party seeking arbitration participates in litigation to a point inconsistent with arbitration, and the party opposing arbitration is prejudiced as a result. "Prejudice" for this purpose occurs when the party opposing arbitration incurs the litigation expenses that arbitration is intended to eliminate.

In re Scantling, --- F.3d ----, 2014 WL 2750349 (11th Cir. 2014).

Debtor's ineligibility for Chapter 13 discharge (as the result of recent Chapter 7 discharge) does not prohibit Debtor from using the Chapter 13 process to strip off a wholly unsecured home mortgage.

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Evergrene Partners, Inc. v. Citibank, N.A., --- So.3d ----, 2014 WL 2862392 (Fla 4th DCA 2014).

An accelerated mortgage may be re-accelerated based upon a different default; a voluntary dismissal is not an adjudication for *res judicata* purposes.

Muhammad v. BAC Home Loans Servicing, LP, --- So.3d ----, 2014 WL 2862606 (Fla. 4th DCA 2014).

A final judgment is afforded a presumption of correctness, and appellant's failure to submit a trial transcript means that inferences, including whether undated indorsements are timely for standing purposes, are drawn against appellant.

BAC Home Loans Servicing LP v. Ridgway, --- So.3d ----, 2014 WL 2880025 (Fla. 1st DCA 2014).

Reservation of jurisdiction in a final judgment to determine the amount of attorneys' fees renders the judgment non-final and non-appealable.

American Broadcasting Companies, Inc. v. Aereo, Inc., f/k/a Bamboom Labs, Inc., --- S.Ct. ----, 2014 WL 2864485 (2014).

An internet service that rebroadcasts copyrighted television programs "performs" the works "publicly" in violation of the Copyright Act, 17 U.S.C. § 106(4).

Halliburton Co. v. Erica P. John Fund, Inc., --- S.Ct. ----, 2014 WL 2807181 (2014).

There is no compelling reason to overrule the "fraud on the market" principle, but securities fraud defendants are entitled, before class certification, to opportunity to defeat the presumption that stock market price reflects material misrepresentations.

In re Kane, --- F.3d ----, 2014 WL 2884603 (11th Cir. 2014).

A claim will be excepted from discharge under 11 U.S.C. § 523 (a) (6) if the creditor proves the debtor intended injury (not just actions that cause injury) to the creditor and the act is malicious, i.e., wrongful, without just cause or excessive. An independent tort is not necessary under § 523 (a) (6) to except the claim from discharge. The intent to hinder, delay or defraud creditors may be proven by circumstantial evidence.

Caceres v. McCalla Raymer, LLC, --- F.3d ----, 2014 WL 2884678 (11th Cir. 2014).

A letter from law firm informing a residential borrower that she is in default on her mortgage is an "initial communication" for purposes of the Fair Debt Collection Practices Act (F.D.C.P.A.), and must comply with the technical requirements of the Act. However, there is no F.D.C.P.A. violation if mistakes in the communication would not mislead the "least sophisticated consumer."

Lehman Bros. Holdings Inc. v. Phillips, --- Fed.Appx. ----, 2014 WL 2807967 (11th Cir. 2014).

A reselling lender's cause of action for negligence against an appraiser accrues when it repurchases the sold loan allegedly harmed by the improper appraisal.

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Diwakar v. Montecito Palm Beach Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 2957444 (Fla. 4th DCA 2014).

A party cannot appeal the introduction of an affidavit into evidence when it didn't object at the non-jury trial, but the sufficiency of the evidence (including the affidavit) may be raised for the first time on appeal under Rule of Civil Procedure 1.530 (e).

Republic of Ecuador v. Dassum, --- So.3d ----, 2014 WL 2963202 (Fla. 3d DCA 2014).
The Act of State Doctrine requires that U.S. courts grant comity to acts of foreign governments, but the Extraterritoriality Exception to the Doctrine prohibits granting comity when doing so amounts to a "taking" contrary to the U.S. Constitution.

Miccosukee Tribe of Indians of South Florida v. Bermudez, --- So.3d ----, 2014 WL 2965411 (Fla. 3d DCA 2014).

A plaintiff may not add a non-party a lawsuit after judgment to allege the non-party is responsible for the judgment against the defendant as the result of funding the defendant's legal costs.

Ocean Bank v. Garcia-Villalta, --- So.3d ----, 2014 WL 2965412 (Fla. 3d DCA 2014).

While dismissals are reviewed for abuse of discretion, dismissal of a foreclosure action without prejudice for failure to follow a trial order is error when the case is not at issue.

Moskovits v. Crystal House, Inc., --- So.3d ----, 2014 WL 2969640 (Fla. 3d DCA 2014).

A writ of mandamus will not lie to compel a trial court to enter summary judgment.

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Hampton Manor, Inc. v. Fortner, --- So.3d ----, 2014 WL 3375027 (Fla. 5th DCA 2014).

An oral pronouncement controls over a later written order. Accordingly, a trial court's oral ruling that contempt for failure to fill out postjudgment Form 1.977 was a sanction and not coercive in nature controls over later order that was coercive.

Olivera v. Bank of America, N.A., --- So.3d ----, 2014 WL 3377081 (Fla. 2d DCA 2014).

Standing in a mortgage foreclosure action is established by showing chain of possession of the note from execution to plaintiff before suit was filed.

Wright v. Czariki, --- So.3d ----, 2014 WL 3400977

Parol evidence regarding a contract is proper when contract terms are incomplete or facially ambiguous.

Visiting Nurse Ass'n of Florida, Inc. v. Jupiter Medical Center, Inc., --- So.3d ----, 2014 WL 3360314 (Fla. 2014).

An arbitration is controlled by the Federal Arbitration Act (F.A.C.), not the Florida Arbitration Code, when the underlying contract involves interstate commerce. The F.A.C. provides for severability, and courts may not review an arbitration award for contract legality or public policy.

MDS (Canada) Inc. v. Rad Source Technologies, Inc., --- So.3d ----, 2014 WL 3361896 (Fla. 2014).

There is no "bright line rule" in Florida concerning whether a contract assigns or sublicenses a patent.

Messer v. Sander, --- So.3d ----, 2014 WL 3281822 (Fla. 1st DCA 2014).

"Absolute necessity" is not a requirement for a statutory way of necessity under Fla. Stat. § 701.01 (2); the requirement is for the nearest route which is practical. Likewise, the "shut off or hemmed in by lands" requirement applies to the nearest practical route.

Dinuro Investments, LLC v. Camacho, --- So.3d ----, 2014 WL 3290609 (Fla. 3d DCA 2014).

An action between members of a LLC may be brought directly (i.e., not derivatively) if there is direct harm to the member, and there is special injury to the member that is different than the injury suffered by the other members. Otherwise, a member must demonstrate a contractual or statutory mandate that is violated.

Sepulveda v. Westport Recovery Corp., --- So.3d ----, 2014 WL 3291766 (Fla. 3d DCA 2014).

A Designation of Homestead filed after levy proceedings have begun is effective, and only circuit courts are entitled to determine homestead under Fla. Stat. § 222.10.

Weltman v. Riggs, --- So.3d ----, 2014 WL 3031743 (Fla. 1st DCA 2014).

A trial court must make factual findings for all factors in an order granting an injunction, not just irreparable harm.

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Palm Beach Park Centre 4, LLC v. Town of Palm Beach, --- So.3d ----, 2014 WL 3434680 (Fla. 4th DCA 2014).

A party may not file an action for declaratory relief, in lieu of appealing the tribunal's decision, to seek review of the tribunal's decision.

We Help Community Development Corp. v. Ciras, LLC, --- So.3d ----, 2014 WL 3435351 (Fla. 4th DCA 2014).

Failure of a foreclosure defendant to make court ordered payments under Fla. Stat. § 702.10 allows a court to enter a foreclosure judgment as a sanction.

5F, LLC v. Dresing, --- So.3d ----, 2014 WL 3446296 (Fla. 2d DCA 2014).

Subject to the public's rights and applicable government regulation, a riparian or littoral landowner has a common law right to "wharf out" (to build wharves, docks and piers) from the owner's land to the navigable section of a waterway notwithstanding she has to build over the submerged land of another owner in order to reach navigable water.

Central Mortg. Co. v. Callahan, --- So.3d ----, 2014 WL 3455485 (Fla. 3d DCA 2014).

The phrase in a final judgment that "[t]he Court retains jurisdiction of this action to enter further Orders that are proper including, without limitation, writs of possession and deficiency judgments" does not confer post judgment jurisdiction to determine assessments due condominium associations under Fla. Stat. § 718.116.

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Florida Philharmonic Orchestra, Inc. v. Bradford, --- So.3d ----, 2014 WL 3605531 (Fla. 4th DCA 2014).

A party may not seek relief from judgment under Florida Rule of Civil Procedure 1.540 (b) for the fraud of his own attorney, but the court may grant relief for fraud on the court.

Talbot v. Rosenbaum, --- So.3d ----, 2014 WL 3605623 (Fla. 4th DCA 2014).

Liquidated damages are those which “can be determined with exactness from the cause of action as pleaded”; a complaint alleging general damages is not “liquidated.”

Pineda v. Wells Fargo Bank, N.A., --- So.3d ----, 2014 WL 3608886 (Fla 3d DCA 2014).

The owner of record at time of recording the *lis pendens* is, pursuant to Fla. Stat. § 45.031 (1) (a), entitled to any surplus proceeds arising from the foreclosure sale even if the sale is of an inferior interest subject to the unpaid first mortgage.

Truly Nolen of America, Inc. v. King Cole Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 3608888 (Fla. 3d DCA 2014).

Filing a request for arbitration together with a motion for *forum non-conveniens* in the same initial pleading does not waive the right to arbitrate.

In re Mendenhall, --- Fed.Appx. ----, 2014 WL 3586515 (11th Cir. 2014).

A bankruptcy court may not retroactively, i.e., after the deadline has passed, extend the time to file a dischargeability complaint under Federal Rule of Bankruptcy Procedure 4007 (c).

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Souder v. Malone, --- So.3d ----, 2014 WL 3756356 (Fla. 5th DCA 2014).

Aligning itself with the First and Second Districts and in conflict with the Fourth District, the Fifth District holds that probate claims filed beyond the statutory time period of three months under Fla. Stat. § 733.702 (1) are barred, even if the creditor is “reasonably ascertainable.”

Winderting Investments, LLC v. Furnell, --- So.3d ----, 2014 WL 3765448 (Fla. 2d DCA 2014).

Financial discovery in aid of execution may not be conducted on a third party unless a creditor lays the proper predicate showing the proposed discovery “would encompass matters identifying or leading to the discovery of asset available for execution.”

Merco Group of the Palm Beaches, Inc. v. McGregor, --- So.3d ----, 2014 WL 3729906 (Fla. 4th DCA 2014).

Determination of whether the crime-fraud exception to the attorney-client privilege exists begins with an in camera review of the alleged exception. If the trial court decides the exception applies, then the party claiming the privilege is entitled to an evidentiary hearing to establish a prima facie case for the privilege. Having established the privilege, the party claiming the exception has the burden of proving, by a preponderance of the evidence, that the exception applies to the privilege.

Romeo v. US Bank Nat. Ass'n, --- So.3d ----, 2014 WL 3729907 (Fla. 4th DCA 2014).

Returns of service are considered valid if they are “regular on their face,” and a party challenging service must present clear and convincing evidence to demonstrate invalidity. However, a return of service which states a process received the process two days before issuance is “defective on its face,” and the burden shifts to the party claiming service to demonstrate the service and return are effective.

Iberiabank v. RHN Investments, Ltd., --- So.3d ----, 2014 WL 3730608 (Fla. 4th DCA 2014).

A trial court loses jurisdiction after a voluntary dismissal, and as a result, cannot determine whether the attorney fees demanded of and paid by a borrower before dismissal are reasonable.

Tunison v. Bank of America, N.A., --- So.3d ----, 2014 WL 3734311 (Fla. 2d DCA 2014).

A winning defendant who does not request fees in its motion to dismiss is still entitled to fees notwithstanding there is no demand for fees in the only document filed, i.e., the motion to dismiss. *Stockman v. Downs* only requires demand for fees in “pleadings” and a motion to dismiss is not a “pleading” under the Rules of Civil Procedure.

Wiggins v. Tigrent, Inc., --- So.3d ----, 2014 WL 3735136 (Fla. 2d DCA 2014).

A party may decline to respond to service of process, suffer a judgment against it, and later collaterally attack the resulting judgment for lack of personal jurisdiction due to defective process.

J. Milton Dadeland, LLC v. Abala, Inc., --- So.3d ----, 2014 WL 3735142 (Fla. 3d DCA 2014).

The Florida Lien Act, which entitles a broker to a lien on the net proceeds of a commercial transaction for their commission, is not the only method by which a broker may lien. If permitted by contract or law, a broker may lien the real property itself.

Mossucco v. Aventura Tennis, LLC, Inc., --- So.3d ----, 2014 WL 3735192 (Fla. 3d DCA 2014).

A voluntary dismissal filed after an injunction is issued and the injunction bond is posted is not an absolute determination that the injunction was wrongfully issued.

Marin v. Limonte, --- So.3d ----, 2014 WL 3744037 (Fla. 3d DCA 2014).

A premature motion for rehearing, i.e., filed after order granting summary judgment but before the final judgment, may be considered an “authorized” motion for rehearing that tolls time for filing an appeal when the order granting summary judgment and the resulting final judgment are substantially similar.

Papa v. Purebred Breeders, LLC, --- So.3d ----, 2014 WL 3744289 (Fla. 3d DCA 2014).

A “final judgment without prejudice” is not a final judgment.

Coquina Investments v. TD Bank, N.A., --- F.3d ----, 2014 WL 3720301 (11th Cir. 2014).

The good faith basis of counsel sufficient to ask a witness a question may be based on inadmissible evidence and need not be definitive proof.

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Sarras v. Mills-Sarras, --- So.3d ----, 2014 WL 3871235 (Fla. 5th DCA 2014).

A common-law claim for worthless check is subject to the five year statute of limitations; claims for treble damages under Fla. Stat. § 68.065 are subject to the Fla. Stat. 95.11 (3)(f) four year statute of limitations.

Spellman v. Independent Bankers' Bank of Florida, --- So.3d ----, 2014 WL 3871264 (Fla. 5th DCA 2014).

A creditor's taking shares of a company, either directly or through a subsidiary, is not an "other disposition" under Fla. Stat. § 697.609 (1), and a creditor who does so is entitled to a full judgment (not just a deficiency) for the full amount of the indebtedness.

St. Croix Lane Trust v. St. Croix at Pelican Marsh Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 3882458 (Fla. 2d DCA 2014).

The restrictive language of Fla. Stat. § 718.116 does not overrule the accord and satisfaction provisions of Flat. Stat. § 673.3111, and accordingly, an association's negotiation of a check with "paid in full" on the check creates an accord and satisfaction.

Laser Spine Institute, LLC v. Greer, --- So.3d ----, 2014 WL 3865840 (Fla. 1st DCA 2014).

An order directing the disclosure of trade secrets must set forth findings of fact detailing why disclosure is necessary to resolve the dispute.

Bari Builders, Inc. v. Hovstone Properties Florida, LLC, --- So.3d ----, 2014 WL 3843070 (Fla. 4th DCA 2014).

Jury waiver language in a contract does not render the contract's arbitration provision unenforceable as the two terms can be reconciled.

Conservation Alliance of St. Lucie County Inc. v. Florida Dept. of Environmental Protection, --- So.3d ----, 2014 WL 3843079 (Fla. 4th DCA 2014).

An environmental enforcement proceeding is not an "application for a permit, license, or authorization," and thus an environmental protection corporation does not have standing under Fla. Stat. § 403.412(6) to intervene in the action.

Boyd v. Wells Fargo Bank, N.A., --- So.3d ----, 2014 WL 3843098 (Fla. 4th DCA 2014).

Mortgagee must establish it had standing at time of filing foreclosure suit.

Arcila v. BAC Home Loans Servicing, L.P., --- So.3d ----, 2014 WL 3843986 (Fla. 2d DCA 2014).

A trial court must conduct an evidentiary hearing before vacating a judgment pursuant to Florida Rule of Civil Procedure 1.540.

Fallstaff Group, Inc. v. MPA Brickell Key, LLC, --- So.3d ----, 2014 WL 3844021 (Fla. 3d DCA 2014).

A broad indemnification provision covers claims and attorneys' fees arising after the contract is entered into, but does not cover fees incurred in establishing indemnification.

Yampol v. Turnberry Isle South Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 3844028 (Fla. 3d DCA 2014).

It is a violation of due process for a trial court to enter injunctive relief beyond the evidence presented or that prayed for in the pleadings.

Cermesoni v. Maneiro, --- So.3d ----, 2014 WL 3844041 (Fla. 3d DCA 2014).

Injunctions issuing from foreign courts will be given full faith and credit, even if not a final judgment, and are not subject to the bond requirements of Florida Rule of Civil Procedure 1.610.

Local 703, I.B. of T. Grocery & Food Employees Welfare Fund v. Regions Financial Corp., --- F.3d ----, 2014 WL 3844070 (11th Cir. 2014).

The Eleventh Circuit adopts *Halliburton II* and permits evidence at class certification stage that the misrepresentation did not affect the stock price.

Davis v. Producers Agr. Ins. Co., --- F.3d ----, 2014 WL 3844815 (11th Cir. 2014).

A timeliness challenge to an arbitration award under the Federal Arbitration Act must be made during arbitration proceedings and not in court at the time of seeking vacatur.

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Gann v. BAC Home Loans Servicing LP, --- So.3d ----, 2014 WL 3971546 (Fla. 2d DCA 2014).

The Florida Consumer Collection Practices Act applies to collection of both secured and unsecured claims and applies to anyone collecting a debt (not just a “debt collector”).

Pomeranz & Landsman Corp. v. Miami Marlins Baseball Club, L.P., --- So.3d ----, 2014 WL 3928401 (Fla. 4th DCA 2014).

A trial court has continuing jurisdiction over a Fla. Stat. § 57.105 motion filed before a voluntary dismissal, but cannot entertain a § 57.105 motion filed after dismissal.

Heims v. G.M.S. Marine Service Corp., --- So.3d ----, 2014 WL 3928404 (Fla. 4th DCA 2014).

A trial court cannot permit a review of attorneys’ files “while preserving the retaining lien” as doing so makes the retaining lien worthless.

Hammond v. Kingsley Asset Management, LLC, --- So.3d ----, 2014 WL 3929145 (Fla. 2d DCA 2014).

A creditor may seek both legal and equitable remedies (damages and foreclosure) in a foreclosure action prior to judgment, but can recover only once on the debt. If it chooses foreclosure, the creditor must obtain a deficiency judgment prior to recovery on the note.

Allscripts Healthcare Solutions, Inc. v. Pain Clinic of Northwest Florida, Inc., --- So.3d ----, 2014 WL 3930150 (Fla. 3d DCA 2014).

The parent of a subsidiary cannot enforce a contractual arbitration provision agreed to by its subsidiary and the plaintiff when suit by the plaintiff is not over the contract and does not seek to enforce contractual provisions.

Barnes v. District Bd. of Trustees of St. Johns River State College, --- So.3d ----, 2014 WL 3906856 (Fla. 1st DCA 2014).

Fla. Stat. § 373.443 immunizes state entities and instrumentalities from damages arising from the failure of a water control system.

In re Global Energies, LLC, --- F.3d ----, 2014 WL 3974577 (11th Cir. 2014).

The test for relief under Federal Rule of Civil Procedure 60(b) is whether new evidence is submitted, not whether new issues have been raised in the motion.

DeTemple v. Leica Geosystems, Inc., --- Fed.Appx. ----, 2014 WL 3892415 (11th Cir. 2014).

The tolling provision of the Servicemembers Civil Relief Act (“SCRA”), 50 U.S.C. app. §§ 501–597b, requires that the tolled time period of active service be added to the end of the one year period and not to the date of return from active service.

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Garcia v. BAC Home Loans, --- So.3d ----, 2014 WL 4105985 (Fla. 5th DCA 2014).

A party may not avoid dismissal for failure to prosecute under Florida Rule of Civil Procedure 1.420 (e) by amending its complaint during the show cause period.

McLagan v. Federal Home Loan Mortg. Corp., --- So.3d ----, 2014 WL 4113099 (Fla. 2d DCA 2014).

The defense of standing may be raised by motion without first raising it as an affirmative defense.

Desert Palace, Inc. v. Wiley, --- So.3d ----, 2014 WL 4114482 (Fla. 1st DCA 2014).

An action on a foreign judgment domesticated pursuant to the Florida Enforcement of Foreign Judgments Act, Fla. Stat. § 55.501, is subject to the twenty year statute of limitations of Fla. Stat. § 95.11(1) and not the five year statute of limitations set forth in Fla. Stat. § 95.11(2)(a).

Vazza v. Estate of Vazza, --- So.3d ----, 2014 WL 4082864 (Fla. 4th DCA 2014).

A probate court must hold an evidentiary hearing when deciding whether the personal representatives of estate acted within their powers when they paid themselves estate funds without prior court order authorizing them to do so.

Phoenix Motor Co. v. Desert Diamond Players Club, Inc., --- So.3d ----, 2014 WL 4082901 (Fla. 4th DCA 2014).

For two documents to be read as one under the Doctrine of Incorporation by Reference (and thereby invoke an arbitration provision), the incorporating (first) document must expressly refer to or sufficiently describe the second document sought to be incorporated into the first document.

Fowler v. Ritz-Carlton Hotel Co., LLC, --- Fed.Appx. ----, 2014 WL 4066211 (11th Cir. 2014).

The mere appearance of partiality or bias is not enough to set aside an arbitration award under the Federal Arbitration Act; “evident partiality” occurs only when an actual conflict (known by the arbitrator) exists or the arbitrator knows of but fails to disclose information which would lead a reasonable person to conclude a conflict exists.

Moon v. Medical Technology Associates, Inc., --- Fed.Appx. ----, 2014 WL 4056724 (11th Cir. 2014).

An evidentiary hearing is not necessarily required before entering a temporary injunction, but should be conducted when resolution turns on bitterly disputed facts.

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Nationstar Mortgage, LLC V. Zorie, --- So.3d ----, 2014 WL 4249747 (Fla 5th DCA 2014).

A foreclosure complaint missing a prepayment rider as an attachment is not subject to judgment on the pleadings, even if the attachment is referred to in the complaint.

Grant v. Rotolante, , --- So.3d ----, 2014 WL 4249753 (Fla. 5th DCA 2014).

Even if a FINRA registered financial professional gives his neighbor investment advice, the financial professional is not required to arbitrate the neighbor's claims against him if the neighbor did not open accounts with him or otherwise was not a "customer" under FINRA rules. The Federal Arbitration Act, not the Florida Arbitration Code, governs FINRA disputes.

Brown v. Mittelman, --- So.3d ----, 2014 WL 4209207 (Fla. 4th DCA 2014).

Notwithstanding the protections of Florida Rule of Civil Procedure 1.280(b), parties are entitled to discover relationships between the expert and the expert's referral sources.

Frischia v. Friscia, --- So.3d ----, 2014 WL 4212689 (Fla. 2d DCA 2014).

Former marital home of divorced couple was still homestead and owned as tenants in common, notwithstanding that former husband no longer lived there and had remarried and that former wife occupied the home under the Marital Settlement Agreement only until youngest child of the marriage graduated high school. The provisions of the Marital Settlement Agreement requiring sale of the homestead upon graduation of youngest child did not operate as a waiver, but the fact that former husband died intestate with minor children means that present wife is given a life estate in the property.

Romay v. Caribevision Holdings, Inc., --- So.3d ----, 2014 WL 4212739 (Fla. 3d DCA 2014).

Florida courts have authority under Florida Statute § 607.1432(6) to appoint Florida receivers for out of state corporations, notwithstanding Florida Statute § 607.1505(3) restrictions on regulating "the organization or internal affairs of a foreign corporation."

Dever v. Wells Fargo Bank Nat. Ass'n, --- So.3d ----, 2014 WL 4212760 (Fla. 2d DCA 2014).

A subordinate party who does not file a claim for surplus foreclosure proceedings in the manner required by Florida Statute § 45.031(7)(b) is not entitled to the surplus proceeds notwithstanding it filed an answer requesting surplus proceeds be distributed to it.

Synergy Real Estate of SW Florida, Inc. v. Premier Property Management of SW Florida, LLC, --- Fed.Appx. ----, 2014 WL 4233266 (11th Cir. 2014).

A dissolved Florida corporation may bring suit or defend in federal court.

In re Tobkin, --- Fed.Appx. ----, 2014 WL 4233368 (11th Cir. 2014).

A Florida Bar disciplinary costs and fees judgment is a “fine” by a “governmental entity” and non-dischargeable in bankruptcy pursuant to 11 U.S.C. § 523(a)(7), and is.

Barniv v. BankTrust, --- Fed.Appx. ----, 2014 WL 4211067 (11th Cir. 2014).

The elements of wrongful garnishment are the same as for malicious prosecution, *i.e.*, “(1) the defendant commenced or continued a proceeding against the plaintiffs, (2) the defendant was the legal cause of that proceeding, (3) the plaintiffs received a ‘bona fide termination’ of the proceeding in their favor, (4) the defendant did not have “probable cause” for the proceeding, (5) the defendant acted with ‘legal malice,’ and (6) the plaintiffs suffered damages.”

Wiand v. Dancing \$, LLC, --- Fed.Appx. ----, 2014 WL 4215102 (11th Cir. 2014).

A “clawback” under the Uniform Fraudulent Transfers Act, Florida Statute § 726.101 *et seq.*, is permissible even if the funds did not come directly from the defrauder.

Bhogaita v. Altamonte Heights Condominium Ass'n, Inc., --- F.3d ----, 2014 WL 4215853 (11th Cir. 2014).

The same legal analysis applies to the Florida Fair Housing Act as does to the Fair Housing Act, and liability requires proof of a failure to accommodate claims, that a party is disabled, that the disabled party requested an accommodation, that the requested accommodation was necessary to enjoy and use the dwelling, and that the defendant refused the request.

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Schwades v. America's Wholesale Lender, --- So.3d ----, 2014 WL 4374891 (Fla. 5th DCA 2014).

Argument that borrower's quiet title action eliminated a recorded mortgage entitles the lender to Florida Statute § 57.105(1) fees to be awarded on appeal *sua sponte*.

HSBC Bank USA, Nat. Ass'n v. Centre Court Ridge Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 4374954 (Fla. 5th DCA 2014).

Substituted service on a non-resident by service on the Secretary of State under Florida Statute § 48.161 requires the plaintiff to mail copy of the service to defendant, otherwise the service is invalid.

Boozer v. Stalley, --- So.3d ----, 2014 WL 4375873 (Fla. 5th DCA 2014).

Although attorney work product is discoverable in first party bad faith actions, attorney-client communications are not. Question certified to the Florida Supreme Court.

James v. Leigh, --- So.3d ----, 2014 WL 4376232 (Fla. 1st DCA 2014).

The Litigation Privilege prevents in court or court related statements from constituting a breach of a non-disparagement agreement.

Okeechobee Resorts, L.L.C. v. E Z Cash Pawn, Inc., --- So.3d ----, 2014 WL 4327924 (Fla. 4th DCA 2014).

The phrases "[n]o oral representation shall in any way change or modify these written conditions and such oral representation shall in no way be binding upon the issuer of this pawn ticket" and "verbal agreements for additional days are non-binding" modify the phrase "may be extended upon mutual agreement of the parties" and require that purported modifications of the contract be in writing unless the parties acted upon the oral modification and not recognizing the oral modification works a fraud upon a party.

Stratton v. Port St. Lucie MGT, LLC, --- So.3d ----, 2014 WL 4327933 (Fla. 4th DCA 2014).

The bi-lateral attorneys' fees provisions of Florida Statute § 57.105(7) apply to the prevailing party in an arbitrations.

Brklacic v. Parrish, --- So.3d ----, 2014 WL 4328068 (Fla. 4th DCA 2014).

Married couples may obtain the benefit of Florida Administrative Code R. 12D-7.007(7) and claim homestead exemption on two different residences only if they prove they are "separate family units," *i.e.*, estranged or separated but still married.

Bartow HMA, LLC v. Kirkland, --- So.3d ----, 2014 WL 4336590 (Fla. 2d DCA 2014).

A trial court cannot award appellate attorneys' fees without a prior order of entitlement to appellate fees from the appellate court.

May v. PHH Mortg. Corp., --- So.3d ----, 2014 WL 4342020 (Fla. 2d DCA 2014).

A lender (who is not the original obligee on the note) must prove it owned (or was otherwise entitled to enforce) the note at time of filing suit otherwise it does not establish a *prima facie* case.

Ramos v. Citimortgage, Inc., --- So.3d ----, 2014 WL 4343760 (Fla. 3d DCA 2014).

Strict compliance with the notice provision of a mortgage is required (including with regard to addresses) otherwise the notice is invalid.

Design Home Remodeling Corp. v. Santana, --- So.3d ----, 2014 WL 4343855 (Fla. 3d DCA 2014).

A proposal for settlement served sixty days after a party is joined is invalid.

Dowbenko v. Google Inc., --- Fed.Appx. ----, 2014 WL 4378742 (11th Cir. 2014).

Claims against internet search provider for “false light invasion of privacy” arising out the placement of search results are not cognizable under either Florida law or the Community Decency Act, 47 U.S.C. § 230.

In re Ernie Haire Ford, Inc., --- F.3d ----, 2014 WL 4358417 (11th Cir. 2014).

A party who is being sued due under an amended plan of reorganization cannot, under the “person aggrieved standard,” appeal the amendment of the plan that allows the suit.

SFM Holdings, Ltd. v. Banc of America Securities, LLC, --- F.3d ----, 2014 WL 4362966 (11th Cir. 2014).

The Anti-Injunction Act, 28 U.S.C. § 2283, limits the All Writs Act, and correspondingly, limits the ability of federal courts to rehear suits litigated in state courts.

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Love's Window & Door Installation, Inc. v. Acousti Engineering Company, --- So.3d ----, 2014 WL 4471631 (Fla. 5th DCA 2014).

Courts have discretion to not enforce mandatory forum selection clauses for reasons such as multiple lawsuits, minimizing judicial labor, reducing the expenses to the parties, and avoiding inconsistent results.

Agresta v. City of Maitland, --- So.3d ----, 2014 WL 4471990 (Fla. 5th DCA 2014).

Forfeiture of a home under the Florida Contraband Act is not permissible when the home value is ten times more than the imposed fine.

Coastal Capital Venture, LLC v. Integrity Staffing Solutions, Inc., --- So.3d ----, 2014 WL 4476533 (Fla. 2d DCA 2014).

Substituted service may not be used when the plaintiff is in communication with defendant and knows defendant is out of state, but makes no effort to serve out of state.

Wells Capital Investments, LLC v. Exit 1 Stop Realty, --- So.3d ----, 2014 WL 4476478 (Fla. 1st DCA 2014).

A brokerage commission agreement without a time frame is not a "brokerage in perpetuity," and a broker is not entitled to a commission as the procuring cause of a sale when the broker abandons the commission agreement (e.g., stops marketing and attempting to sell the property and stops communicating with the seller) three years before the eventual sale.

Arce v. Wackenhut Corp., --- So.3d ----, 2014 WL 4435949 (Fla. 3d DCA 2014).

Whether a proposal for settlement was made in good faith is a basis for determining whether to award fees, but not to reduce the amount of fees awarded.

BAC Home Loans Servicing L.P. v. Parrish, --- So.3d ----, 2014 WL 4435970 (Fla. 1st DCA 2014).

A case cannot be set for trial on less than thirty days' notice.

Brown v. Brown, --- So.3d ----, 2014 WL 4435974 (Fla. 1st DCA 2014).

The distribution of a "pay on death" (POD) bank account under Florida Statute § 655.79 differs from a joint account under Florida Statute § 655.79 in that beneficiaries who are not account holders may be designated under a POD account.

Chapman v. Procter & Gamble Distributing, LLC, --- F.3d ----, 2014 WL 4454979 (11th Cir. 2014).

Daubert analysis is not required for medical conditions and causation generally accepted by the medical community, but is otherwise required to determine whether “the expert is qualified to testify regarding the subject of the testimony; the expert's methodology is ‘sufficiently reliable as determined by the sort of inquiry mandated in *Daubert*’; and the expert's testimony will assist the trier of fact in understanding the evidence or determining a fact at issue.”

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Unrue v. Wells Fargo Bank, N.A., --- So.3d ----, 2014 WL 4648205 (Fla. 5th DCA 2014).

A court must allow at least one attempt at amendment of a quiet title counterclaim to a mortgage foreclosure; *Badgley v. SunTrust Mortg., Inc.*, 134 So.3d 559, 561 (Fla. 5th DCA 2014), is distinguished because the *Badgley* dismissal was of amended complaint.

Florida Virtual School v. K12, Inc., --- So.3d ----, 2014 WL 4638694 (Fla. 2014).

Agencies of the state of Florida have statutory authority and the power to file and protect their intellectual property rights, by suit if necessary.

Handel v. Nevel, --- So.3d ----, 2014 WL 4627765 (Fla. 3d DCA 2014).

Failure to check emailed proposed orders which purportedly misstate a trial court ruling does not constitute excusable neglect under Rule of Procedure 1.540.

CDC Builders, Inc. v. Biltmore-Sevilla Debt Investors, LLC, --- So.3d ----, 2014 WL 4628515 (Fla. 3d DCA 2014).

Investors in one company may not grant mortgages on real property, contract for the improvement of the real property without paying for the improvements, and then use a network of different companies to purchase the first mortgage and foreclose out the construction liens filed as a result of not paying for the improvements.

Ledo v. Seavie Resources, LLC, --- So.3d ----, 2014 WL 4628549 (Fla. 3d DCA 2014).

Striking of *pro se* pleadings is examined under the *Ham v. Dunmire*, 891 So.2d 492/*Mercer v. Raine*, 443 So.2d 944 (Fla.1983), analysis instead of the *Kozel* factors. Consistently failing to respond to discovery despite repeated court orders to do so satisfies the *Ham/Mercer* requirement for striking *pro se* pleadings.

O'Neil v. Walton County, --- So.3d ----, 2014 WL 4628505 (Fla. 1st DCA 2014).

A party may not file a Florida Statute § 163.3215 development order challenge claiming the projected development is not in compliance with applicable land use regulations when it did not challenge the earlier preliminary development order permitting the use.

Sto Corp. v. Greenhut Const. Co., Inc., --- So.3d ----, 2014 WL 4629200 (Fla. 1st DCA 2014).

Certiorari review is generally not available for orders striking pleadings for discovery violations unless the order results in a “cat out of the bag” scenario or effectively punishes a party in a manner that is not remediable by plenary appeal.

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MCG Financial Services, L.L.C. v. Technogroup, Inc., --- So.3d ----, 2014 WL 4723508.

Party may not avoid an award of attorneys' fees by taking a litigation position at attorneys' fees award stage different from which it took during liability phase of case.

Real Estate Mortg. Network, Inc. v. Knight, --- So.3d ----, 2014 WL 4723512 (Fla. 4th DCA 2014).

A contested issue of fact arises (and summary judgment must be reversed) when lender files affidavit stating it complied with required loss mitigation requirements and borrower files affidavit stating it never received any loss mitigation paperwork.

2010-3 SFR Venture, LLC v. Garcia,--- So.3d ----, 2014 WL 4723515 (Fla. 4th DCA 2014).

A second mortgage foreclosure action is not barred by *res judicata* when based on different act of default.

Bellizzi v. Islamorada, Village of Islands, --- So.3d ----, 2014 WL 4723569 (Fla. 3d DCA 2014).

The "common law rule" regarding roadways (platted streets containing a reversionary interest, upon the streets being abandoned or surrendered, pass the underlying land to the abutting owners up to the centerline of the roadway) does not apply when the roadways are transferred to public entities.

Shteyn v. Grandview Palace Condo Assn., --- So.3d ----, 2014 WL 4723584 (Fla. 3d DCA 2014).

A cause of action under Florida Statute § 718.303(1)(b) and (e) seeking an injunction against a condominium unit owner impermissibly renting his unit to a tenant is not mooted by the tenant's vacating the premises as the cause of action was valid at the time it was brought and the suit also seeks to prohibit the owner from future violations.

Frischer v. Quintana, --- So.3d ----, 2014 WL 4723585 (Fla. 3d DCA 2014).

It is not abuse of discretion for trial court to refuse to impose Florida Statute § 57.105 sanctions for suit filed fifteen years after the statute of limitations runs.

Planned Parenthood of Greater Orlando v. MMB Properties, --- So.3d ----, 2014 WL 4773990 (Fla. 5th DCA 2014).

Planned Parenthood's providing of obstetrical and gynecological services is "incident to a physician's practice" and thus does not violate a real property restrictive covenant barring "surgical services" that are not "incident to a physician's practice."

VMI Entertainment, LLC v. Westwood Plaza, LLC, --- So.3d ----, 2014 WL 4695288 (Fla 1st DCA 2014).

An alcohol beverage license is not subject to attachment under Florida Statute § 76.01; the license must be liened pursuant to Florida Statute § 561.65.

Oliva v. NBTY, Inc., --- Fed.Appx. ----, 2014 WL 4667342 (11th Cir. 2014).

Fees and costs may be imposed against counsel under 28 U.S.C. § 1927 for unnecessarily increasing the cost and expense of litigation.

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Freiday v. OnWeest Bank, FSB, --- So.3d ----, 2014 WL 4840750 (Fla. 4th DCA 2014).
A summary judgment of foreclosure is improper when the letter declaring default (and satisfying a condition precedent to foreclosure) is unauthenticated.

Dubow v. Acree, --- So.3d ----, 2014 WL 4851738 (Fla. 2d DCA 2014).
Dismissals under Florida Rule of Civil Procedure 1.420(e) are without prejudice.

Puigbo v. Medex Trading, LLC, --- So.3d ----, 2014 WL 4852880 (Fla. 3d DCA 2014).
Florida law on extra-territorial service of process is pre-empted by the Hague Service Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, November 15, 1965 [1969], 20 U.S.T. 361 (the Hague Service Convention), and service in compliance with the Hague Convention is good service.

Mana v. Cho, --- So.3d ----, 2014 WL 4852897 (Fla. 3d DCA 2014).
A plaintiff's personal financial information is not relevant for discovery purposes if the plaintiff is seeking damages only for the difference between the contract price and fair market value of land, and the plaintiff is not seeking compensatory damages for breach.

Terant v. Beltway Capital, LLC, --- So.3d ----, 2014 WL 4852903 (Fla. 3d DCA 2014).
A trial court's incorrect interpretation of a statute or contract does not rise to the level of fundamental error.

Inetianbor v. CashCall, Inc., --- F.3d ----, 2014 WL 4922225 (11th Cir. 2014).
The failure of a chosen arbitration forum when the choice of forum is integral to the arbitration agreement precludes arbitration under the Federal Arbitration Act.

Bates v. JPMorgan Chase Bank, NA, --- F.3d ----, 2014 WL 4815564 (11th Cir. 2014).
Failure to comply with Department of Housing and Urban Development regulations referenced in deed as conditions precedent to acceleration can constitute basis for breach of contract action against mortgagee's successor in interest.

Mamma Mia's Trattoria, Inc. v. Original Brooklyn Water Bagel Co., Inc., --- F.3d ----, 2014 WL 4824790 (11th Cir. 2014).
A post-judgment enforcement order of injunction is not "final" for appellate review purposes unless it imposes sanctions or finds a party in contempt.

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Bawtinheimer v. D.R. Horton, Inc., --- So.3d ----, 2014 WL 5039701 (Fla. 5th DCA 2014).

While claim-by-claim analysis of order denying class certification is required, individualized findings are not required.

Wells Fargo Bank, N.A. v. Rutledge, --- So.3d ----, 2014 WL 5072721 (Fla. 2d DCA 2014).

An inferior lienor cannot sue a superior lienor in foreclosure, and doing so results in judgment which is not *res judicata* to superior lienor in its separate foreclosure action.

Branch Banking and Trust Co. v. ARK Development/Oceanview, LLC, --- So.3d ----, 2014 WL 4988471 (Fla. 4th DCA 2014).

A bank account sought to be garnished is presumed to be owned by the person named as owner of the account.

Keitel v. Agostino, --- So.3d ----, 2014 WL 4996285 (Fla. 4th DCA 2014).

A motion to recuse a judge must be based on reasonable facts underlying the party's fear that she will not receive a fair trial. Further, a party cannot bootstrap a motion to recuse a judge by setting the judge for deposition in the action.

Andre Franklin, Inc. v. Wax, --- So.3d ----, 2014 WL 5002130 (Fla. 2d DCA 2014).

A defendant does not waive the right to arbitration by filing a motion to dismiss, a counterclaim and motion to compel arbitration; it is the participation in discovery that waives a party's right to arbitration.

Luani Plaza, Inc. v. Burton, --- So.3d ----, 2014 WL 5012990 (Fla. 3d DCA 2014).

A community association may amend its restrictive covenants so long as doing so is reasonable and not arbitrary and capricious. Amending restrictive covenants of a business community association to prohibit residential uses is reasonable and not arbitrary and capricious.

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Delia v. GMAC Mortg. Corp., --- So.3d ----, 2014 WL 5284995 (Fla. 5th DCA 2014).

Lender seeking to reestablish a lost promissory note must produce evidence of adequate protection to the borrower under Florida Statute §§ 673.3091 and 702.11.

JILCO, Inc. v. MRG of South Florida, Inc., --- So.3d ----, 2014 WL 5149077 (Fla. 4th DCA 2014).

A settlement agreement bars further discovery on the issues covered by the agreement.

Beauchamp v. Bank of New York, --- So.3d ----, 2014 WL 5149104 (Fla. 4th DCA 2014).

Allowing hearsay evidence of amounts owed on promissory note over objection of a mortgagor not liable on the note is not harmless error because the amount owed on the note affects the amount the mortgagor must pay in order to exercise his equity of redemption at foreclosure sale.

Laura M. Watson, P.A. v. Stewart Tilghman Fox & Bianchi, P.A., --- So.3d ----, 2014 WL 5149106 (Fla. 4th DCA 2014).

A judgment debtor has no legal power to control a garnishee's responses and cannot prohibit a garnishee from waiving formal service of process through filing an answer.

Wyandt v. Voccio, --- So.3d ----, 2014 WL 5151322 (Fla. 2d DCA 2014).

An injunction issued under Florida Statute § 784.0485 requires substantial, competent evidence of two incidents of "stalking," even if the dispute is between business owners.

Lacombe v. Deutsche Bank Nat. Trust Co., --- So.3d ----, 2014 WL 5139296 (Fla. 1st DCA 2014).

Florida Rule of Civil Procedure 1.530(e) (contemporaneous objection not necessary in bench trials to preserve appellate review whether there was substantial, competent evidence to support decision) applies in mortgage foreclosure cases tried to the court.

Burdeshaw v. Bank of New York Mellon, --- So.3d ----, 2014 WL 5099352 (Fla. 1st DCA 2014).

While loan payment histories are often admitted into evidence in mortgage foreclosure proceedings, the histories must first be properly authenticated which requires the witness testifying to the records demonstrate knowledge of the business's record-keeping system and how data is inputted into the system.

Kiefert v. Nationstar Mortg., LLC, --- So.3d ----, 2014 WL 5099374 (Fla. 1st DCA 2014).

Plaintiff in mortgage foreclosure action must prove it had standing at time of filing suit.

Antico v. Sindt Trucking, Inc., --- So.3d ----, 2014 WL 5099433 (Fla. 1st DCA 2014).
Data contained on a personal smartphone that is relevant to pending issues may be the subject of discovery notwithstanding the privacy rights contained in Article I, Section 23, of the Florida Constitution.

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Felice v. Sutherland Pullen Law, PLLC, --- So.3d ----, 2014 WL 5394508 (Fla. 2d DCA 2014).

An attorney's engagement agreement may not authorize a charging lien be granted on homestead property for failure to pay contracted for fees.

2245 Venetian Court Bldg. 4, Inc. v. Harrison, --- So.3d ----, 2014 WL 5394515 (Fla. 2d DCA 2014).

Relevance of financial discovery in post judgment proceedings is broader than its relevance prior to judgment, and relevant discovery includes that on third parties with connections to the judgment debtor. It is not necessary to have alleged a fraudulent conveyance to have financial discovery on third parties.

Harper v. HSBC Bank USA, Nat. Ass'n, --- So.3d ----, 2014 WL 5370029 (Fla. 1st DCA 2014).

A mortgage foreclosure affirmative defense that the promissory note (not the mortgage) has not been properly accelerated is effective when the note incorporates the mortgage.

Southern Nat. Track Services, Inc. v. Gilley, --- So.3d ----, 2014 WL 5370033 (Fla. 1st DCA 2014).

An express warranty in a real estate contract for sale of a modular home which claims there are no violations of "land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority...." does not merge into the deed when the "modular house" is actually a storage shed improperly converted into a residence in violation of building codes and governmental regulations.

HSBC Bank USA, N.A. v. Serban, --- So.3d ----, 2014 WL 5370041 (Fla. 1st DCA 2014).

Trial court's failure to follow Florida Rule of Civil Procedure 1.440, including setting a case for trial with less than thirty days' notice, is waived if not objected to at trial.

Spicer v. Tenet Florida Physician Services, LLC, --- So.3d ----, 2014 WL 5343503 (Fla. 4th DCA 2014).

A purported agreement to arbitrate which does not contain any reference to the procedure to be used in arbitration and does not make reference to "gap fillers" such as the Florida Arbitration Code is not a sufficient agreement and is not enforceable.

Zelaya/Capital Intern. Judgment, LLC v. Zelaya, --- F.3d ----, 2014 WL 5375611 (11th Cir. 2014).

A judgment debtor may interplead the judgment amount claimed by multiple parties into the court registry, and thereby satisfy the judgment against him. There is no absolute right to a jury trial in garnishment proceedings when a jury trial would serve no purpose.

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Lovette v. National Collegiate Student Loan Trust 2004-1, --- So.3d ----, 2014 WL 5478134 (Fla. 5th DCA 2014).

Standing may be raised without a formal affirmative defense, and failure to prove ownership (or enforcement rights) at time of filing suit precludes judgment for lender.

In re Amendments to Florida Rules of Judicial Admin., --- So.3d ----, 2014 WL 5470638 (Fla. 2014).

The time period for preservation of criminal records is extended and the *pro hac vice* rules for out of state attorneys are relaxed.

Lehmann v. Coconut Bayou Ass'n, --- So.3d ----, 2014 WL 5461970 (Fla. 2d DCA 2014).

A valid deed recorded after a "wild deed" is not, pursuant to the exception at Florida Statute §712.03(4), extinguished by the Record Marketable Title Act.

Citibank, N.A. v. Konigsberg, --- So.3d ----, 2014 WL 5461972 (Fla. 2d DCA 2014).

A notice filed by lead counsel during the sixty-day grace period merely stating that all counsel were "to forward further pleadings, motions, correspondence and other papers to the lead counsel" is sufficient "record activity" to avoid dismissal under Florida Rule of Civil Procedure 1.420 (e).

Smith v. Bruster, --- So.3d ----, 2014 WL 5462468 (Fla. 1st DCA 2014).

An action for return of real property procured by fraud is governed by the four year statute of limitations of Fla. Stat. § 95.11(3)(j), but the statute of limitations does not begin to run until the victim knew or should have known of the fraud.

Anderson v. North Port Services of Florida, LLC, --- So.3d ----, 2014 WL 5462514 (Fla. 1st DCA 2014).

A party bringing an appeal has a duty to "make error clearly appear" and the reviewing court has no obligation to answer appellant's perfunctorily raised questions.

Goslin v. Preisser, --- So.3d ----, 2014 WL 5462517 (Fla. 1st DCA 2014).

An order denying discovery is typically not reviewable by certiorari because the order denying discovery, unlike an improper order compelling discovery which creates the proverbial "cat out of the bag scenario," can be reviewed on plenary appeal.

REWJB Dairy Plant Associates v. Bombardier Capital, Inc., --- So.3d ----, 2014 WL 5462520 (Fla. 3d DCA 2014).

A new trial on both liability and damages is required if the plaintiff seeks additur under Florida Statute § 768.74(4) and the jury verdict makes it impossible for the reviewing court to determine on which claims and defenses the jury made its determination.

Sweetapple, Broeker & Varkas, P.L. v. Simmon, --- So.3d ----, 2014 WL 5462531 (Fla. 3d DCA 2014).

Funds and financial information are not privileged in the hands of a client, and do not become privileged by depositing the funds into an attorney's trust account.

U.S. Nutraceuticals, LLC v. Cyanotech Corp., --- F.3d ----, 2014 WL 5471913 (11th Cir. 2014).

Arbitrability is issue for judicial determination unless parties clearly and unmistakably provide otherwise. Under the rules of the American Arbitration Association, parties agree the arbitrator decides whether the arbitration clause applies to the claims.

Palm Beach Golf Center-Boca, Inc. v. Sarris, --- F.3d ----, 2014 WL 5471916 (11th Cir. 2014).

Sending of a "junk fax" is a violation of the Telephone Consumer Protection Act, 47 U.S.C.A. § 227(b)(1)(C).

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Scherer Const. & Engineering of Cent. Florida, LLC v. Scott Partnership Architecture, Scherer Const. & Engineering of Cent. Florida, LLC v. Scott Partnership Architecture, Inc., --- So.3d ----, 2014 WL 5782033 (Fla. 5th DCA 2014).

A voluntary dismissal without prejudice does not entitle a party to an award of attorney's fees as the "prevailing party" under Florida Statute § 768.79.

In re Amendments to Florida Rules of Appellate Procedure, --- So.3d ----, 2014 WL 5714099 (Fla. 2014).

Mostly technical changes to the appellate rules, including clarification that post-judgment motions are not abandoned upon the filing of a notice of appeal.

Pennington v. Ocwen Loan Servicing, LLC, -- So.3d ----, 2014 WL 5740990 (Fla. 1st DCA 2014).

The assignment of a mortgage does not necessarily assign or transfer the note.

Cook v. Fernandina Seafood Co., --- So.3d ----, 2014 WL 5769097 (Fla. 1st DCA 2014).

A court should dismiss a premature appeal (as opposed to relinquishing jurisdiction to obtain a final order or judgment) when an indeterminate amount of trial work remains.

Harllee v. Procacci, --- So.3d ----, 2014 WL 5653103 (Fla. 2d DCA 2014).

A claim is not barred by res judicata just because it could have been raised in a prior case; the four identities must also be present.

Bull Motors, LLC v. Brown, --- So.3d ----, 2014 WL 5654266 (Fla. 3d DCA 2014).

A mandatory injunction specifying the conduct a party must take in order to avoid future violations of the Florida Deceptive and Unfair Practices Act is overbroad.

Katline Realty Corp. v. Avedon, --- So.3d ----, 2014 WL 5654292 (Fla. 3d DCA 2014).

A party cannot contract away violations of the Home Ownership Equity Protection Act's protections of high interest loans.

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Hussey v. Collier County, --- So.3d ----, 2014 WL 5900018 (Fla. 2d DCA 2014).

The Bert Harris Act, Florida Statute § 70.001, only compensates for “as applied” claims of inordinate government regulation and contains a one year tolling provision so that the claim does not ripen until the exhaustion of administrative remedies. Inverse condemnation claims, on the other hand, do not have the same tolling provision and may be barred by the statute of limitations before the Bert Harris claims ripen.

Lefkowitz v. Quality Labor Management, LLC, --- So.3d ----, 2014 WL 5877850 (Fla. 5th DCA 2014).

Post-judgment intervention is seldom granted, but will be permitted when the interests of justice require such as when a creditor with a recorded security interest seeks to protect its interest against levy by a later judgment creditor.

Martins v. Oaks Master Property Owners Ass'n, Inc., --- So.3d ----, 2014 WL 5877856 (Fla. 5th DCA 2014).

An affidavit of diligent search and service by publication are ineffective if the serving party does not attempt service at those addresses reflected in its own records.

Boca Stel 2, LLC v. JPMorgan Chase Bank Nat. Ass'n, --- So.3d ----, 2014 WL 5877937 (Fla. 5th DCA 2014).

A verified motion to quash service entitles movant to a full evidentiary hearing.

Empire Beauty Salon v. Commercial Loan Solutions IV, LLC, --- So.3d ----, 2014 WL 5877947 (Fla. 5th DCA 2014).

Service of process on corporation’s officers or employees is not valid if there has not been compliance with Florida Statute § 48.091 regarding attempts to first serve the corporation’s registered agent during the statutorily required times.

In re Florida Rule of Appellate Procedure 9.130, --- So.3d ----, 2014 WL 5856302 (Fla. 2014).

Florida Rule of Civil Procedure 9.130 (non-final appeals) is amended to authorize non-final appeals of denials to an individual of a sovereign immunity defense.

Beach Community Bank v. City of Freeport, --- So.3d ----, 2014 WL 5856331 (Fla. 2014).

Ensuring that a real estate developer posts adequate security for infrastructure installation is a policy level decision of a governmental agency, and agency is entitled to sovereign immunity from claims agency was negligent for failure to ensure compliance.

Citrus County Hosp. Bd. v. Citrus Memorial Health Foundation, Inc..

--- So.3d ----, 2014 WL 5856370 (Fla. 2014).

The Contracts Clause of the Florida Constitution, Article 1, § 10, applies to and protects the contracts of not-for-profit corporations.

Sunsplash Events Inc. v. Robles, --- So.3d ----, 2014 WL 5834388 (Fla. 4th DCA 2014).

Arbitration is compelled for an agreement without an arbitration provision if the agreement is substantially related to a different agreement that has a broad arbitration provision.

Green Earth Technology Solutions, Inc. v. Geltech Solutions, Inc., --- So.3d ----, 2014 WL 5834408 (Fla. 4th DCA 2014).

An arbitration award finding that neither party is the prevailing party cannot be reversed on the ground the arbitrator made an error of law.

Sample v. Wells Fargo Bank, N.A., --- So.3d ----, 2014 WL 5834512 (Fla. 4th DCA 2014).

An affidavit in support of a motion for summary judgment cannot establish the parties were mutually mistaken as to the legal description attached to a mortgage as one person cannot attest as to another's knowledge.

American Business USA Corp. v. Department of Revenue, --- So.3d ----, 2014 WL 5834619 (Fla. 4th DCA 2014).

Florida's tax on the internet sale of products ordered by out-of-state customers for out-of-state delivery violates the Commerce Clause of the United States Constitution.

Taxi USA of Palm Beach, LLC v. City of Boca Raton, Florida, --- So.3d ----, 2014 WL 5834856 (Fla. 4th DCA 2014).

A reviewing governmental board is not limited to "strict appeal" (no further introduction of evidence) on first-tier certiorari review from agency action.

N302DP, LLC v. Chardan Aero Corp., --- So.3d ----, 2014 WL 5836181 (Fla. 3d DCA 2014).

A lease agreement, whether of real or personal property, may create, defeat or amend the right to damages either party may have.

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Azco Realty, Inc. v. Village at Culfstream Park, --- So.3d ----, 2014 WL 6465540 (Fla. 3d DCA 2014).

Summary judgment for seller is proper in suit for real estate commission when claimant fails to hold a valid real estate agent or broker's license at time of sale.

Clay County Land Trust No. 08-04-25-0078-014-27, Orange Park Trust Services, LLC v. Clay County Land Trust No. 08-04-25-0078-014-27, Orange Park Trust Services, LLC v. JPMorgan Chase Bank, Nat. Ass'n, --- So.3d ----, 2014 WL 6478787 (Fla. 1st DCA 2014).

Only a party to a mortgage may claim defenses that arise from the mortgage. Additionally, a party need not have a formal assignment of note and mortgage so long as it can prove it had possession (and therefore standing) at time of filing suit.

Finnegan v. Compton, --- So.3d ----, 2014 WL 6460627 (Fla. 4th DCA 2014).

Florida Rule of Civil Procedure 1.525 is satisfied by one of two scenarios: a final judgment granting entitlement to attorney's fees to one party or the filing of a motion for fees within thirty days of the judgment. A settlement agreement which provides for fees upon enforcement does not create an exception to Rule 1.525's requirements.

Jelic v. CitiMortgage, Inc., --- So.3d ----, 2014 WL 6460763 (Fla. 4th DCA 2014).

Claiming affirmative defenses of "everything but the kitchen sink" is not sufficient, the defenses (including unclean hands) must be factually and legally sufficient.

U.S. Bank Nat. Ass'n v. Whyte, --- So.3d ----, 2014 WL 6464638 (Fla. 3d DCA 2014).

Dismissal is too extreme a sanction for a discovery violation when the opposing party has suffered no prejudice; dismissal based upon failure to timely respond to discovery and failure to promptly pay a \$500 discovery sanction reversed.

Racetrac Petroleum, Inc. v. Sewell, --- So.3d ----, 2014 WL 6465509 (Fla. 3d DCA 2014).

It is not error for a trial court to allow further Florida Rule of Civil Procedure 1.310(b)(6) depositions if the person designated as the company representative testifies in deposition that others in the company have knowledge regarding the 1.310(b)(6) issues.

Zaki Kulaibee Establishment v. McFliker, --- F.3d ----, 2014 WL 6434857 (11th Cir. 2014).

Consignment agreement imposes fiduciary obligation to account for sale of sold goods.

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Anakarli Boutique, Inc. v. Ortiz, --- So.3d ----, 2014 WL 6674727 (Fla. 4th DCA 2014).
The time period for a covenant not to compete will be extended if the covenant was not enforced during its contracted time period due to an appeal necessitated by the trial court improperly ruling that no enforceable covenant existed.

In re Amendments to Florida Rule of Judicial Admin. 2.520, --- So.3d ----, 2014 WL 6675417 (Fla. 2014).
Technical revisions to Florida Rule of Judicial Administration 2.520.

Medco Data, LLC v. Bailey, --- So.3d ----, 2014 WL 6677204 (Fla. 2d DCA 2014).
A court reviewing a covenant not to compete under Florida Statute § 542.335 must apply the statutory presumption of irreparable injury once it finds covenant to be valid.

Sea Coast Fire, Inc. v. Triangle Fire, Inc., --- So.3d ----, 2014 WL 6679018 (Fla. 3d DCA 2014).
A trial court must conduct an *in camera* inspection or evidentiary hearing and must find reasonable necessity before requiring the production of trade secrets.

Cassedy v. Hofmann, --- So.3d ----, 2014 WL 6611749 (Fla. 1st DCA 2014).
Whether a party has waived the right to arbitrate a matter is for the trial court, not the arbitrator, to decide.

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Beltway Capital, LLC v. The Greens COA, Inc., --- So.3d ----, 2014 WL 6834331 (Fla. 5th DCA 2014).

A successor first mortgage (by assignment or transfer from the original first mortgagee) is entitled to the “safe harbor” provisions of Florida Statute § 718.116(1)(b).

In re Standard Jury Instructions in Civil, Criminal, Contract & Business Cases-Jurors' Use **In re Standard Jury Instructions in Civil, Criminal, Contract & Business Cases-Jurors' Use of Electronic Devices**, --- So.3d ----, 2014 WL 6802557 (Fla. 2014).

The standard jury instructions regarding juror use and maintenance of cell phones and other electronic devices are revised.

Medytox Solutions, Inc. v. Investorshub.com, Inc., --- So.3d ----, 2014 WL 6775236 (Fla. 4th DCA 2014).

Interactive website operators are immune from claims of defamation under section 230 of the Communications Decency Act, 47 U.S.C. § 230.

Bogdanoff v. Broken Sound Club, Inc., --- So.3d ----, 2014 WL 6775259 (Fla. 4th DCA 2014).

An amended complaint alleging the new jurisdictional amounts need not be filed when a suit is transferred from county court to circuit court.

Bethany Trace Owners' Ass'n, Inc. v. Whispering Lakes I, LLC, --- So.3d ----, 2014 WL 6778285 (Fla. 2d DCA 2014).

Subdivision covenants must be interpreted so that no section is rendered meaningless.

Stein v. Buccaneers Ltd. Partnership, --- F.3d ----, 2014 WL 6734819 (11th Cir. 2014).

Offer of full relief to individual class plaintiffs does not moot a putative class action under the Telephone Consumer Protection Act, 47 U.S.C. § 227(b)(1)(C).

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Orange County v. Hewlings, --- So.3d ----, 2014 WL 6990570 (Fla. 5th DCA 2014).
A “PCA” opinion has no precedential value, while a “*per curiam*” opinion does.

In re Amendments to Florida Rules of Civil Procedure, --- So.3d ----, 2014 WL 6977929 (Fla. 2014).

New rules of procedure for foreclosures, including new Florida Rule of Civil Procedure 1.115 regarding pleading requirements for foreclosure complaints.

Moskalenko v. Israel, --- So.3d ----, 2014 WL 6910660 (Fla. 4th DCA 2014).

A contemnor may not be held in custody indefinitely if he has no ability to purge, even if his inability to purge is due to his own actions.

Jallali v. Knightsbridge Village Homeowners' Ass'n, Inc., --- So.3d ----, 2014 WL 6910686 (Fla. 4th DCA 2014).

A trial court may not enter an amended final judgment while the appeal of the prior final judgment is still pending.

Suntrust Mortg. v. Torrenge, --- So.3d ----, 2014 WL 6910693 (Fla. 4th DCA 2014).

Missing a trial because of a calendaring error is excusable neglect as it constitutes “inaction [that] results from clerical or secretarial error, reasonable misunderstanding, a system gone awry or any other of the foibles to which human nature is heir.”

Jonas v. Jonas, --- So.3d ----, 2014 WL 6910820 (Fla. 4th DCA 2014).

A party may not attack a foreign judgment that has been domesticated in Florida based on the operation of the foreign judgment; collateral attacks only go judgment’s validity.

Nikooie v. JPMorgan Chase Bank, N.A., --- So.3d ----, 2014 WL 6911148 (Fla. 3d DCA 2014).

The Third District distinguishes itself from the Fourth District and holds that failure to pay documentary stamp and intangible taxes under Florida Statute § 201.08(1)(b) prohibits enforcement of the mortgage (and not just future advances under the mortgage). The Third District additionally held a lender may subrogate to its own loans so long as third parties are not prejudiced, and a plaintiff may bring in a new party by amendment and by doing so, amend its *lis pendens* (even if the amendment is beyond the thirty days of Florida Statute § 48.23).

Reznek v. Chase Home Finance, LLC, --- So.3d ----, 2014 WL 6948509 (Fla. 3d 2014).

Neither Florida Statute § 57.105 nor Florida Rule of Appellate Procedure 9.410(b) authorize the filing of a motion for sanctions prior to the opposing party filing any type of paper, claim, contention, allegation or denial in the appeal.

Harris v. Schonbrun, --- F.3d ----, 2014 WL 6957937 (11th Cir. 2014).

Requiring a borrower to sign loan documents and post-dated waiver of right to rescind transaction at loan closing violates the Truth In Lending Act, and entitles the borrower to statutory damages, attorney's fees and costs.

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Hilton Hotels Corp. v. Anderson, --- So.3d ----, 2014 WL 7191042 (Fla. 5th DCA 2014).

Even though the name of the defendant was inserted in the title of the document, the phrase "PLAINTIFF agrees to settle any and all claims asserted against [Defendant]" without entering the name of the specific Defendant to whom the proposal was made rendered the proposal for settlement unenforceable as it was not clear which of the multiple defendants was being addressed in the specific phrase.

In re Amendments to Florida Rule of Judicial Admin. 2.420, --- So.3d ----, 2014 WL 7178909 (Fla. 2014).

Florida Rule of Judicial Administration 2.420 is amended to permit public access to court records subject to the security matrix outlined in Florida Supreme Court Administrative Order 14-19.

Montreux at Deerwood Lake Condominium Ass'n, Inc. v. Citibank, N.A., --- So.3d -- --, 2014 WL 7183213 (Fla. 1st DCA 2014).

A foreclosing party may not, post-judgment, seek to determine the amounts due a condominium association by moving to "enforce" a foreclosure judgment (which did not mention association assessments) more than six months after judgment.

Hound Mounds, Inc. v. Finch, --- So.3d ----, 2014 WL 7150482 (Fla. 4th DCA 2014).

A challenge to the entire agreement (which contains an arbitration clause) must be made to the arbitrator; a challenge as to the arbitration clause alone is to the court.

Great American Ins. Co. of New York v. 2000 Island Blvd. Condominium Ass'n, Inc., --- So.3d ----, 2014 WL 7156894 (Fla. 3d DCA 2014).

A trial judge who tells a defendant to "fork over the money" has abandoned their neutrality, and cannot continue to preside over the case.

Deutsche Bank Trust Co. Americas v. Beauvais, --- So.3d ----, 2014 WL 7156961 (Fla. 3d DCA 2014).

Dismissal of a foreclosure complaint without prejudice does not decelerate the loan and stop the running of the statute of limitations, distinguishing *U.S. Bank Nat. Ass'n. v. Bartram*, 140 So.3d 1007 (Fla. 5th DCA 2014) review granted, *Bartram v. U.S. Bank Nat. Ass'n*, Nos. SC14-1265, SC14-1266, SC14-1305 (Fla. Sept. 11, 2014).

Ezem v. Federal Nat. Mortg., --- So.3d ----, 2014 WL 7094295 (Fla. 1st DCA 2014).

A husband is permitted to intervene in the foreclosure of his wife's home, even if he did not sign the note and mortgage, because foreclosure affects his homestead rights.

U.S. Bank Nat. Ass'n v. Farhood, --- So.3d ----, 2014 WL 7095306 (Fla 1st DCA 2014).

A trial court may not sanction a party by altering that party's lien priorities as doing so impermissibly alters the statutory framework for lien priorities.

Kolodziej v. Mason, --- F.3d ----, 2014 WL 7180962 (11th Cir. 2014).

A criminal defense attorney's televised statement that "I challenge anybody to show me—I'll pay them a million dollars if they can [arrive at the Atlanta airport and travel to a specific hotel all within 28 minutes]" is not, under the circumstances which it was made, an offer that could be accepted.

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In re Certification of Need for Additional Judges, --- So.3d ----, 2014 WL 7236937 (Fla. 2014).

The Florida Supreme Court certifies the need for 35 new judges.