

**Florida Real Property and Business Litigation Report**  
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**Black Knight Servicing Technologies, LLC PennyMac Loan Services, LLC**, Case No. 1D20-1492 (Fla. 1st DCA 2021).

The filing of a separate lawsuit raising separate claims against a separate entity does not establish an evidentiary basis of a party's intent to relinquish the right to arbitration.

**Money v. Home Performance Alliance, Inc.**, Case No. 2D19-1642 (Fla. 2d DCA 2021).

The Florida Deceptive and Unfair Trade Practices Act, Florida Statute sections 501.201-.213, require a judgment in favor of the party complaining of the violation notwithstanding that the complaining party reached a favorable settlement under Florida Statute Section 768.79 and Florida Rule of Civil Procedure 1.442; *Mady v. DaimlerChrysler Corp.*, 59 So. 3d 1129, 1133 (Fla. 2011), is distinguished.

**Gleman v. MWH Americas, Inc.**, Case Nos. 4D19-2280 and 4D19-2923 (Fla. 4th DCA 2021).

A Motion to Dismiss for Fraud on the Court due to inconsistent statements in an earlier suit bears a higher burden than a Motion to Strike Sham Pleading, and the fraud must be demonstrated through a “clear showing of fraud, pretense, collusion, or similar wrongdoing.”

**Nunes v. Herschman**, Case No. 4D19-2798 (Fla. 4th DCA 2021).

A deposition is not a “judicial proceeding” under Florida Statute section 92.57, (“[a] person who testifies in a judicial proceeding in response to a subpoena may not be dismissed from employment because of the nature of the person’s testimony . . .”) and thus an employee may be dismissed for testimony arising out of the deposition.

**Oakmont Custom Homes, LLC v. Billings**, Case No. 4D20-1263 (Fla. 4th DCA 2021).

The transfer of home warranties as part of a sales transaction by a seller to a purchaser does not equal agreement by the purchaser to the arbitration provision contained in the home warranty.

**Jacocks v. Capital Commercial Real Estate Group**, Case No. 4D20-1512 (Fla. 4th DCA 2021).

A third-party beneficiary who does not sign a contract which contains an arbitration agreement may be bound to the arbitration agreement but only if he is suing to enforce the contract which contains the arbitration agreement.