

**Florida Real Property and Business Litigation Report**  
**Volume XIV, Issue 11**  
**March 13, 2021**  
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**Uzuegbunam v. Preczewski**, Case No. 19–968 (2021).

Nominal damages for claims arising under common law may be sufficient to confer Article III standing under *Spokeo, Inc. v. Robins*, 578 U. S. 330 (2016).

**Philip Morris USA, Inc. v. Brown**, Case Nos. 1D19-882 and 1D19-1309 (Fla. 1st DCA 2021).

The First District adopts the Fourth District’s Current Rates Approach (using current fee rates instead of historical rates) to award fees when there an exceptional, unanticipated delay in the resolution of a case is shown, but awarding prejudgment interest on top of the Current Rates Approach is double-dipping.

**Christ v. Deutsche Bank National Trust Company Americas**, Case No. 2D19-4131 (Fla. 2d DCA 2021).

A witness testifying as to the admissibility of business records of a third party must either be able to testify from personal knowledge or knowledge of the third party’s routine or general business practices.

**George Anderson Training and Consulting, Inc. v. Miller Bey Paralegal & Financing, LLC**, Case No. 2D19-4413 (Fla. 2d DCA 2021).

A deed by a corporation is valid if signed by the president, vice-president, or chief executive officer but only if the deed is sealed with the common or corporate seal. Moreover, a deed generally cannot be witnessed by a grantee and a notary may not notarize her own signature.

**Bond v. Luzinski**, Case No. 2D20-1510 (Fla. 2d DCA 2021).

An assignee under Florida Statutes Chapter 727 has the power to consent to venue over the objection of the officers and directors of the company whose assets were assigned.

**Mori v. Fortune Capital Partners, Inc.**, Case Nos. 3D19-1194 and 3D19-1359 (Fla. 3d DCA 2021).

A grantee of a contract for purchase of real property, which contract states the grantee may accept the property with the title defects the grantor was not able to cure or cancel the contract, may not obtain specific performance with abatement.

**Calderin v. Quartz Hill Mining, LLC**, Case No. 3D20-1612 (Fla. 3d DCA 2021).

A bankruptcy debtor’s legal malpractice claim against its attorneys is subject to concurrent jurisdiction between bankruptcy and state courts.

**Colon v. City of Riviera Beach**, Case No. 4D19-3887 (Fla. 4th DCA 2021).

A general release is interpreted under state law, even if the underlying claim being released is based on federal law.

**Share v. Broken Sound Club, Inc.**, Case No. 4D20-1244 (Fla. 4th DCA 2021).  
The Implied Covenant of Good Faith and Fair Dealing cannot be used to vary the terms of written corporate documents, and the Business Judgment Rule applies to the corporate decisions of not for profit corporate clubs, including membership decisions.