

Florida Real Property and Business Litigation Report
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Parker Waichman LLP v. Chaikin, Case No. 2D19-4095 (Fla. 2d DCA 2021).

Courts are reluctant to disregard corporate entities unless necessary to prevent injustice so a New York LLP does not consent to the jurisdiction of the Florida courts merely because its sister Florida LLP attached its corporate documents to Florida pleadings.

Simon v. Homeowners Choice Property & Casualty Insurance Company, Inc., Case No. 2D18-1116 (Fla. 2d DCA 2021).

If a party is added after the lawsuit is filed, the date for determining when a proposal for settlement is timely is the date the new party is added and not the date of the filing of the lawsuit.

Kratos Investments LLC v. ABS Healthcare Services, LLC, Case No. 3D20-1280 (Fla. 3d DCA 2021).

A non-signatory to an arbitration agreement may compel a signatory to arbitrate a dispute between them when signatory's allegations against the non-signatory are intertwined with the issues set forth in the contract containing the arbitration agreement.

Rauch, Weaver, Norfleet, Kurtz & Co., Inc. v. AJP Pine Island Warehouses, Inc., Case Nos. 4D20-352 and 4D20-417 (Fla. 4th DCA 2021).

A confidentiality agreement may constitute a restraint of trade under Florida Statute section 542.335, and if so, a party seeking to enforce the agreement must meet the pleading requirements of the statute section.

Bezl Limited, LLC v. Raymond Office Plaza, LLC, Case No. 4D20-743 (Fla. 4th DCA 2021).

A circuit's court entry of final judgment of possession for failure to make rent deposits under Florida Statute section 83.232(5) does not extinguish other existing claims between the landlord and tenant.

Rebalko v. Atallah, Case No. 4D20-2022 (Fla. 4th DCA 2021).

The filing of two deposition notices does not constitute the seeking of affirmative action, and consequently, does not amount to waiver of defenses to personal jurisdiction.