

Florida Real Property and Business Litigation Report
Volume XIV, Issue 13
March 27, 2021
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Ford Motor Co. v. Montana Eighth Judicial District Court, Case No. 19–368 (2021). Specific personal jurisdiction is based on whether the claims “arise out of or relate to” the forum state and not based on “causal link” when a defendant avails itself of the jurisdiction.

Suvicmon Development, Inc. v. Morrison, Case No. 20-11681 (11th Cir. 2021). A finding of non-dischargeability of a debt under 11 U.S.C. § 523(a)(19) (violation of state securities laws) does not permit a creditor to recover on its fraudulent transfer claim against a discharged debtor; *Owaski v. Jet Florida Systems, Inc. (In re Jet Florida Systems, Inc.)*, 883 F.2d 970 (11th Cir. 1989) (holder of a discharged claim there a defamation claimant, could proceed nominally against the debtor for the purpose of recovering from the debtor’s insurer) is inapplicable.

Garbark v. Gayle, Case No. 1D20-988 (Fla. 1st DCA 2021). An unsworn letter regarding a material fact in a case is not competent evidence in opposition to and does not defeat a sworn motion for summary judgment.

Pezeshkan v. Manhattan Construction Florida, Inc., Case No. 2D20-2184 (Fla. 2d DCA 2021). A non-signatory to a stock purchase agreement which contains an arbitration provision may not compel arbitration of appraisal rights under Florida Statute section 607.1301 when the non-signatory was not an intended third party beneficiary of the stock purchase agreement and when there is no nexus between the stock purchase agreements and invocation of appraisal rights.

Jackman v. Cebrink-Swartz, Case No. 2D20-2384 (Fla. 2d DCA 2021). Neighbors placing a camera on their roof which looks into the adjoining neighbor’s house and records same violates the tort of invasion of privacy (seclusion), which tort does not require publication of the information to a third party.

Family Heritage Life Insurance Company of America v. Combined Insurance Company of America, Case Nos. 3D20-1121; 3D20-1122 (Fla. 3d DCA 2021). A court deciding a suit for violation of restrictive covenants under Florida Statute section 542.335 may enjoin non-parties to the non-compete agreements where the nonparty is either under the signator’s control or otherwise being used to aid or abet the signator in violating the noncompete clause.

Fallang Family Limited Partnership v. Privcap Companies, LLC, Case No. 4D20-548 (Fla. 4th DCA 2021).

While incorporation of the rules of the American Arbitration Association may shift the question of arbitrability from the court to the arbitration panel, reference alone to the rules is not sufficient by itself to shift the question; conflict certified *with Mia. Marlins, L.P. v. Miami-Dade Cty.*, 276 So. 3d 936, 940 (Fla. 3d DCA 2019); *Glasswall, LLC v. Monadnock Constr., Inc.*, 187 So. 3d 248, 251 (Fla. 3d DCA 2016); and *Reunion W. Dev. Partners, LLLP v. Guimaraes*, 221 So. 3d 1278, 1280 (Fla. 5th DCA 2017).

U.S. Bank National Association v. Devoe, Case No. 5D20-7 (Fla. 5th DCA 2021).

A lender which proves its prima facie case for foreclosure is entitled to judgment of foreclosure if the defendants do not introduce evidence or do not demonstrate lender's evidence is not substantial, competent evidence.

Kemp Investments North, LLC v. Engler, Case No. 5D20-1553 (Fla. 5th DCA 2021).

Notwithstanding that buyer signed a notice at closing that the attorney was not representing her, an attorney and title agent who represents the seller at closing is prohibited from representing the buyer in a dispute over a fraudulent deed if the attorney has later discussions with the buyer regarding the ramifications of the deed.