

**Florida Real Property and Business Litigation Report**  
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**Florida v. Georgia On Exceptions To Second Report of Special Master No. 142**, Case No. 19–511 (2021).

In an original action in the Supreme Court, the state of Florida failed to prove by clear and convincing evidence that the collapse of its oyster fisheries was caused by the state of Georgia’s overconsumption of water from the Lake Lanier water system.

**Facebook, Inc. v. Duguid**, Case No. 19–511 (2021).

A device must have the capacity either to store a telephone number using a random or sequential number generator or to produce a telephone number using a random or sequential number generator to qualify as an “automatic telephone dialing system” under the Telephone Consumer Protection Act, 47 U. S. C. §227(a)(1).

**O’Neal Constructors, LLC v. DRT America, LLC**, Case No. 20-11045 (11th Cir. 2021).

Service of a “notice of a motion to vacate” an arbitration award under 9 U.S.C. § 12 is not accomplished by emailing opposing counsel a “courtesy copy” of a memorandum in support of that motion where the party to be served does not expressly consent in writing to service by email.

**Reliable Restoration, LLC v. Panama Commons, L.P.**, Case No. 1D20-32 (Fla. 1st DCA 2021).

The possibility of inconsistent verdicts between different courts adjudicating related lawsuits satisfies the irreparable harm requirement for seeking certiorari relief.

**Boyleston Realty and Auction, LLC v. Beasley**, Case No. 1D20-1213 (Fla. 1st DCA 2021).

Florida Statute Section 468.388(1) does not prohibit an auctioneer from charging both a seller a sales commission and a buyer a “buyer’s premium” (commission).

**Lemos v. Sessa**, Case No. 3D20-1362 (Fla. 3d DCA 2021).

An attorney may require in her engagement agreement that all disputes arising out of the representation, including malpractice claims, be subject to binding arbitration but may not require the client to pay - regardless of outcome - the fees and costs of the arbitration.