

Florida Real Property and Business Litigation Report
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AMG Capital Management, LLC v. Federal Trade Commission, Case No. 19-508 (2021).

Neither the text, structure nor the history of Section 13(b) of the Federal Trade Commission authorizes the Commission to obtain court-ordered damages.

Hunstein v. Preferred Collection and Management Services, Inc., Case No. 19-14434 (11th Cir. 2021).

It is a violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692c(b), for a creditor to send debtor's information to third parties (including debt collection vendors) for purposes of collecting a debt.

Moore v. Intuitive Surgical, Inc., Case No. 19-10869 (11th Cir. 2021).

A trial court conducting a *Daubert* analysis may not conflate the reliability and qualifications prongs of the test.

Walton Plantation Master Association, Inc. v. Opo, LLC, Case No. 1D20-56 (Fla. 1st DCA 2021).

A party is not entitled to a prevailing party award of attorney's fees based on a contract it claims never existed.

Pucci v. Chou, Case No. 3D20-0978 (Fla. 3d DCA 2021).

A "Motion for Assignment of Cause of Action" is in the nature of a proceedings supplementary and is not effective if it does not comply with Florida Statute section 59.29.

Morburger v. J. Reporting, Inc., Case No. 3D21-0115 (Fla. 3d DCA 2021).

Formal pleading requirements are not necessary under the Small Claims Rules.

National Fire & Marine Insurance Company v. Infinity Biscayne Myrtle Members, LLC, Case No. 3D21-0120 (Fla. 3d DCA 2021).

A claim by an insured against their insurance company for breach of the implied duty of good faith and fair dealing is covered by the statutory remedy set forth in Florida Statute section 624.155 and must comply with the requirements of the statute.

Font & Nelson, PLLC v. Path Medical, LLC, Case No. 4D19-3428 (Fla. 4th DCA 2021).

A contract for a contingent fee agreement is governed by a Florida lawyer must comply Rule Regulating the Florida Bar 4-1.5(f)(2), including being signed by the client, even if the Florida lawyer performs work under the pending agreement.

Shake v. Yes We Are Mad Group, Inc., Case No. 4D20-2423 (Fla. 4th DCA 2021).

A temporary injunction requires there be a complaint or underlying action been filed against the party against whom the injunction is issued.

Richeson v. South's Custom Construction, Inc., Case Nos. 5D20-1496 & 5D20-2399
(Fla. 5th DCA 2021).

Florida Statute section 701.04(2) does not require a satisfaction of mortgage to be issued until the mortgage is fully satisfied.