

Florida Real Property and Business Litigation Report
Volume XIV, Issue 25
June 19, 2021
Manuel Farach

Chua v. Ekonomou, Case No. 20-12576 (11th Cir. 2021).

The Barton Doctrine does not apply once a receivership ends, but judicial immunity still applies.

Jain v. Buchanan Ingersoll & Rooney PC, Case No. 3D20-886 (Fla. 3d DCA 2021).

A party seeking to enforce an unconditional guaranty of a promissory note need not produce nor enforce the promissory note in order to enforce the guaranty.

1560-1568 Drexel Avenue, LLC v. Dalton, Case No. 3D21-217 (Fla. 3d DCA 2021).

A trial court may properly enter an injunction requiring a landlord to restore electricity to a leased apartment.

Laurel Point Care and Rehabilitation Center, LLC v. Estate of Carol DeSantis, Case No. 4D20-873 (Fla. 4th DCA 2021).

A clear delegation to an arbitral organization's rules to decide arbitrability, which rules state the arbitrator will decide arbitrability, is sufficient to allow the arbitrator to determine arbitrability; *Fallang Family Ltd. P'ship v. Privcap Cos.*, LLC, 46 Fla. L. Weekly D639 (Fla. 4th DCA Mar. 24, 2021), is distinguished.

MTW Jordan, Inc. v. Baskerville, Case No. 5D20-525 (Fla. 5th DCA 2021).

A trial court is divested of jurisdiction to enforce a settlement agreement if the parties file a Notice of Voluntary without either obtaining an order of dismissal incorporating the settlement agreement nor an order reserving jurisdiction to enforce the settlement agreement.

Specialty Solutions, Inc. v. Baxter Gypsum & Concrete, LLC, Case No. 5D19-1559 (Fla. 5th DCA 2021).

Florida Rule of Civil Procedure 1.440 does not require a trial be held to in order to determine the amount of unliquidated damages against a defaulted defendant.