

Florida Real Property and Business Litigation Report
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Calderon v. Sixt Rent A Car, LLC, Case No. 20-10989 (11th Cir. 2021).

An arbitration clause which encompasses the arbitration of “claims” regarding “any services or products provided” requires arbitration only of the claims with the direct contracting party and not services affiliated with the contracting party.

Harris v. Jayo (In re: Harris), Case No. 19-11286 (11th Cir. 2021).

A state court default judgment must detail the factual background for the claims in the judgment in order to be given collateral estoppel effect in a § 523(a)(2)(A) proceeding.

Lee v. 1510 N.E. 109 St., LLC, Case No. 3D21-265 (Fla. 3d DCA 2021).

A tenant that seeks to interpose a COVID-19 related defense to eviction must still comply with Florida Statute section 83.60(2) and deposit rent into the Registry of the Court.

Community/Condotte/De Moya JV v. Circuit Court Judge, Case No. 3D21-1178 (Fla. 3d DCA 2021).

A circuit court judge has no discretion under Florida Statute section 44.104 to deny a stipulated Motion to Appoint Trial Resolution Judge.