

Florida Real Property and Business Litigation Report
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Manuel Farach

Vital Pharmaceuticals, Inc. v. Alfieri, Case No. 20-14217 (11th Cir. 2022).

Presumptions of irreparable harm are ordinarily disfavored in the context of a preliminary injunctions in federal court, including applying to the statutory presumptions in Florida Statute section 542.335.

Sarasota County Southern Underground Industries, Inc., Case No. 2D20-2491 (Fla. 2d DCA 2022).

Although "no damages for delay" clauses are recognized as enforceable provisions in construction contracts, they will not be enforced in the face of governmental "fraud, bad faith, or active interference" with performance under the contract.

Riano v. Bank of America, N.A., Case Nos. 3D20-1260 and 3D20-1473 (Fla. 3d DCA 2022).

There is no independent cause of action for a lender's failure to provide a loan modification agreement under Home Affordable Modification Program (HAMP).

BMC Southwood LLC v. Monochelli, Case No. 3D20-1371 (Fla. 3d DCA 2022).

A party is not bound to the mandatory arbitration provisions of the Condominium Termination Act, Florida Statute section 718.117(16), if it alleges claims not covered by Florida Statute section 718.1255(1).

Campbell v. Harper's Air Inc., Case No. 3D21-0750 (Fla. 3d DCA 2022).

A release which releases a party and his "employer" is interpreted to mean "employer" at the time of the incident culminating in the release and is not affected by the released party having left employment at the time of the release.