

Florida Real Property and Business Litigation Report
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Perlman v. PNC Bank, N.A., Case No. 21-10432 (11th Cir. 2022).

A receiver appointed under Florida Statute Section 501.207(3) of the Florida Deceptive and Unfair Trade Practices Act must still comply with *Isaiah v. JPMorgan Chase Bank*, 960 F.3d 1296, 1308 (11th Cir. 2020), and establish that it had “at least one innocent officer or director” in order to have standing as an “honest corporation.”

Rubinstein v. Yehuda, Case No. 20-11189 (11th Cir. 2022).

A R.I.C.O. claim arising from the sale of a hotel without paying investors contains enough substance that it is not “obviously without merit” and can thus be the basis for supplemental federal jurisdiction under 28 U.S.C. § 1367 even if the R.I.C.O. claim is dismissed.

Lamirand v. Fay Servicing, LLC, No. 20-14286 (11th Cir. 2022).

A periodic mortgage statement of money owed sent as required by the Truth in Lending Act can also double as a demand for payment under the Fair Debt Collection Practices Act (“F.D.C.P.A.”) and must, accordingly, be truthful and correct to avoid liability under the F.D.C.P.A.

Rockwell at Amelia Passage, LLC v. Williams, Case No. 1D21-2663 (Fla. 1st DCA 2022).

A force majeure clause does not extend the deadline for closing a real estate sale contract when the purported force majeure event, the pandemic, did not cause the Buyer’s failure to acquire permit approvals and the parties did not accommodate for the pandemic in their last contract extension even though the pandemic was well known at the time of the last contract extension.

Ivy Chase Apartment Property, LLC v. Ivy Chase Apartments, Ltd., Case No. 2D21-436 (Fla. 2d DCA 2022).

Witness testimony alone of business records is insufficient to constitute competent, substantial evidence unless the witness has personal knowledge of the information contained in the business records.

Joseph Spine, P.A. v. Andrew Moulton, M.D., Case No. 2D21-781 (Fla. 2d DCA 2022).

A party seeking an injunction under Florida Statute section 542.335 is entitled to a presumption of irreparable injury; evidence that the affected party did not suffer a decline in revenue is not sufficient evidence that there was no irreparable injury.

814 Property Holdings, LLC v. New Birth Baptist Church Cathedral of Faith International, Inc., Case No. 3D20-0233 (Fla. 3d DCA 2022).

A right of first offer for purchase of real property which dictates the price and is unlimited in duration constitutes an impermissible restraint on alienation and is void.

CFLB Management, LLC v. Mabipa Overseas, S.A., Case No. 3D20-1714 (Fla. 3d DCA 2022).

It is not error to include an interest award in a final judgment for money lent.

FlexFunds Holdings, LLC v. Rivero, Case No. 3D21-1315 (Fla. 3d DCA 2022).

A lawyer cannot defend both the company and its owners or board of directors in a suit where the opposing party has filed derivative claims alleging improper actions by the owners or board.

William Hamilton Arthur Architect, Inc. v. Schneider, Case No. 3D22-834 (Fla. 3d DCA 2022).

A trial court cannot order disclosure of attorney-client communications or broad discovery of electronic media of a party despite threatening communications by the party.