

Florida Real Property and Business Litigation Report

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Enbridge Energy, LP v. Nessel, Case No. 24-783 (2026).

The 30-day removal deadline in 28 U.S.C. § 1446(b)(1) is not subject to equitable tolling because the text, structure, and context of the removal statute demonstrate that Congress did not intend such tolling to apply.

Anderson v. City of Atlanta, Case No. 24-13509 (11th Cir. 2026).

The distinction between on-premises and off-premises “general advertising” signs in subsection 7 of Atlanta’s 1982 sign code constitutes a content-neutral regulation of speech subject to intermediate scrutiny, not a content-based restriction triggering strict scrutiny under the First Amendment.

Joyce v. Forest River, Inc., Case No. 24-12819 (11th Cir. 2026).

The presumptions in Florida Statute section 681.104(3) (Florida’s Lemon Law) of “reasonable number of attempts” to repair are permissive evidentiary presumptions and not mandatory prerequisites to a consumer’s entitlement to relief so a consumer may prove a reasonable number of repair attempts without satisfying the statutory presumptions.

The Lane Construction Corp. v. Skanska USA Civil Southeast, Inc., Case No. 24-12638 (11th Cir. 2026).

A joint-venture partner that refuses to fund contractually required capital calls materially breaches the joint-venture agreement notwithstanding alleged fiduciary-duty breaches by the managing partner, and the non-breaching partners are contractually entitled to indemnity and prejudgment interest for having paid more than their proportionate shares.

AE Opco III, LLC v. AAR Corp. (In re AE OpCo III, LLC), Case No. 25-11348 (11th Cir. 2026).

Section 502(e)(1)(B) of the Bankruptcy Code requires disallowance of a creditor’s contingent reimbursement claim when the creditor is co-liable with the debtor to a third party but does not bar a fixed indemnity claim for already-incurred defense costs.

In re: Amendments to Rules Regulating The Florida Bar – Substance Use Terminology, Case No. SC2025-1172 (Fla. 2026).

The Florida Supreme Court approves Florida Bar rule amendments effective June 15, 2026 which update terminology to “substance use disorder” instead of “chemical dependency” and “mental health conditions” instead of “psychological problems,” expand bylaw 2-3.2(d)(11) to authorize a program for “enhanced opportunities and participation in the profession,” and clarify in bylaw 2-9.11 that funding for substance use and mental health assistance programs must comply with Standing Board Policy restrictions applicable to mandatory and voluntary Bar groups.

In re Amendments to Florida Rules of Appellate Procedure, Case No. SC2025-1458 (Fla. 2026).

The Florida Supreme Court adopts proposed rule amendments to Florida Rules of Appellate Procedure 9.020, 9.045, 9.200, and 9.420 effective July 1, 2026 to conform to recent changes to the Florida Rules of General Practice and Judicial Administration.

Caballero-Quinones v. Polk County Sheriff, Case No. 2D23-4106 (Fla. 6th DCA 2025).

An appellate court may not apply Florida Statutes section 90.403 as a “tipsy coachman” ground for affirming exclusion of evidence when the trial court never conducted a 403 balancing analysis.

La Minnesota Riviera, LLC v. Riviera Golf Estates Homeowners Ass’n, Inc., Case No. 6D25-0443 (Fla. 6th DCA 2026).

A decades-old use restriction requiring property to operate as a golf course is extinguished under Florida’s Marketable Record Title Act when it is not preserved in any muniment of title after the root of title, and a separately recorded affidavit referencing the old deed restriction but not carrying or passing title is not itself a “muniment of title” capable of preserving the restriction.

Rickert v. Valencia, Case No. 2D24-2126 (Fla. 6th DCA 2026).

A residential landlord in an RV park is entitled to an immediate default and final judgment of possession under Florida Statutes section 83.60(2) when tenants do not pay rent into the court registry “when due” as alleged in the complaint, and the trial court errs by setting aside such a judgment based on an untimely registry payment and on unsworn assertions about the applicability of the Mobile Home Act.

Virgin v. Frexes, Case Nos. 3D24-1399, 3D24-1400 & 3D24-1402 (Fla. 3d DCA 2026).

A client may discharge a referral attorney at any time, with or without cause and without an express release of joint responsibility, and a referral attorney so discharged is limited to modified quantum meruit for the reasonable value of services rendered before discharge, capped at the maximum contract fee, and so long as the fee is within the scope of the representation agreement.

Berman Construction & Development, Inc. v. Carnaval Home, LLC, Case No. 4D2024-2174 (Fla. 4th DCA 2026).

A trial court reversibly errs by refusing to submit a requested verdict-form interrogatory on a contractually based affirmative defense supported by the evidence such as a risk-of-loss provision allocating loss from perils beyond the contractor's control to the owner.

South Dade Dealership, LLC v. Line 5 LLC, Case No. 4D2024-2150 (Fla. 4th DCA 2026).

Notwithstanding overlapping personnel and intercompany financial transactions, piercing the corporate veil under alter ego or mere continuation theories is not supported by competent substantial evidence where the two limited liability companies maintained separate ownership, separate operations, and independent corporate existence.

The Moore Law Firm, P.A. v. Fort Walton Beach Area Bridge Authority, Case No. 1D2024-2215 (Fla. 1st DCA 2026).

A post-decretal order granting relief from a final judgment under Florida Rule of Civil Procedure 1.540 constitutes a separately appealable final order, and an appellate court lacks jurisdiction to review it when the notice of appeal is not filed within thirty days of rendition as required by Florida Rule of Appellate Procedure 9.130(b).

Kesler v. Progressive Select Insurance Co., Case No. 2D2025-1038 (Fla. 2d DCA 2026).

An insured's prosecution of a first-party bad faith action against her UM carrier does not, by itself, impliedly waive attorney-client or work-product privileges so as to compel discovery of trial counsel's testimony about settlement discussions or claim evaluations.

De Cardenas v. White Pine Insurance Co., Case No. 3D23-0195 (Fla. 3d DCA 2026).

A non-engineer roofing expert with decades of relevant experience and a described, fact-based methodology may satisfy Florida Statute section 90.702's Daubert reliability requirements, and a trial court errs in striking such an affidavit and entering summary judgment without a proper evidentiary reliability determination where the testimony creates a genuine dispute over causation of hurricane-related damage.

U.S. Bank Trust National Ass'n v. Carey, Case No. 3D24-2232 (Fla. 3d DCA 2026).

A trial court violates a foreclosing plaintiff's due process rights by sua sponte vacating a final foreclosure judgment and dismissing the action with prejudice at a hearing noticed only to address confirmation or vacatur of the foreclosure sale where neither the pleadings nor the noticed motions placed the underlying judgment's validity at issue.

Sandalwood 7160 LLC v. Estevez, Case No. 3D24-0148 (Fla. 3d DCA 2026).

Specific performance and breach of contract relief for the sale of multiple parcels of real property are unavailable where the alleged purchase agreement lacks signatures from all record owners and there is no definite, mutually assented-to writing which establishes essential terms and satisfies the statute of frauds.

K & M Electric Supply, Inc. v. Brown Electrical Solutions, LLC, Case No. 4D2025-1740 (Fla. 4th DCA 2026).

A material supplier forfeits its right to recover under a public construction bond by serving a fraudulent notice of nonpayment under Florida Statute section 255.05(2)(a)2 when, without any meaningful prefiling inquiry, it willfully and grossly exaggerates the amount claimed by including nonrecoverable charges and materials not actually incorporated into the public project.

Hypoluxo Mariner's Cay Condominium Ass'n, Inc. v. Underwriters at Lloyd's London, Case No. 4D2024-2250 (Fla. 4th DCA 2026).

A complaint alleging that a property insurer's untimely coverage determination and delay tactics prevented timely suit states a potential equitable avoidance of Florida Statute section 95.11(2)(e)'s five-year statute of limitations and may not be dismissed on limitations grounds at the pleading stage where those allegations appear on the face of the complaint.

Ella III, LLC v. Madden, Case No. 5D2024-1198 (Fla. 5th DCA 2026).

The four-year limitations period in Florida Statute section 95.191 bars a tax-deed holder's quiet title and ejectment action only when the property is adversely possessed at the time the tax deed is issued, and summary judgment is improper where material facts about the onset of adverse possession remain in dispute.

H & S Investment Group of Central Florida, LLC v. Spiker, Case No. 6D2023-3865 (Fla. 6th DCA 2026).

A party that recovers a judgment is entitled to taxable costs under section 57.041, Florida Statutes, even if neither side qualifies as a prevailing party for purposes of contractual attorney's fees.

City of Gainesville v. Parkwood Alachua Land Investments, Inc., Case No. 1D2022-3266 (Fla. 1st DCA 2026).

Prefatory paragraphs in a contract—even those lacking "whereas" language—are not operative provisions and may not be used to create an ambiguity in, or to restrict the plain meaning of, the numbered operative clauses that follow.

First United Methodist Church of Hobe Sound, Florida, Inc. v. Board of Trustees of the Florida Annual Conference of the United Methodist Church, Inc., Case No. 1D2023-1048 (Fla. 1st DCA 2026).

Under Florida's hierarchical deference doctrine, a state court lacks jurisdiction to adjudicate intra-church property disputes that have been resolved by the highest judicial body of a hierarchical religious denomination, even when a party frames its claims as challenges under neutral principles of state property or trust law.

Schindler v. Schiavo, Case No. 2D2025-0671 (Fla. 2d DCA 2026).

Post-judgment intervention is extraordinary and disfavored, and a third party seeking to intervene in a closed guardianship proceeding to unseal confidential records under must demonstrate a clear and adverse impact on a readily discernible proprietary or legal interest; generalized public advocacy purposes do not satisfy that standard.

Lam v. Modern Tampa Bay Homes, Inc., Case No. 2D2025-1204 (Fla. 2d DCA 2026).

A party that prevails on the significant issue of liability in a breach of contract action is the prevailing party for purposes of attorney's fees and costs, even if it recovers only a portion of the damages sought if the shortfall results from a contractual limitation on recoverable damages rather than a failure to prevail on a contested damages issue.

Wolland v. Wolland, Case No. 3D25-1520 (Fla. 3d DCA 2026).

Florida Statutes section 64.081 mandates that attorney's fees benefiting the partition be apportioned among all parties in proportion to their respective interests in the partitioned property, and a trial court has no discretion to impose the entire fee obligation on only one party.

Bal Harbour Shops Marketplace, LLC v. ORU Associates, Inc., Case No. 3D24-1279 (Fla. 3d DCA 2026).

A commercial tenant's obligation to pay rent does not commence before the contractually defined "Rent Commencement Date," and a trial court errs by importing pre-contract email negotiations to define contractual terms when the lease itself unambiguously defines those terms and contains an integration clause.

Ryan v. HSBC Bank USA, Case No. 4D2024-2957 (Fla. 4th DCA 2026).

A plaintiff seeking to reestablish a lost promissory note under Florida Statutes section 673.3091 must prove both who held the right to enforce the note at the time it was lost and the chain by which the plaintiff acquired ownership from that party; mortgage assignments alone are insufficient to establish that the note was transferred.

Aronov v. Sound Connection Distributors, Inc., Case No. 4D2024-2462 (Fla. 4th DCA 2026).

Claims based on an oral or equitable agreement to convey real property interests are barred by the statute of frauds under section 725.01, Florida Statutes, while claims arising from the same facts that do not require a conveyance of real property—including fraud-based torts, breach of oral contract as to membership interests, and unjust enrichment—survive dismissal and may be pled in the alternative at the pleading stage.

Metronet Technologies, LLC v. United Fiber Works, LLC, Case No. 5D2025-1558 (Fla. 5th DCA 2026).

A party waives its contractual right to arbitration when, under the totality of the circumstances, it acts inconsistently with that right by propounding merits-based discovery directed to the central issues of the lawsuit, and the subsequent withdrawal of those discovery requests after the trial court's oral ruling does not undo the waiver.

Dune Allen Beach, Inc. v. Breen Realty Ltd LP, Case No. 1D25-0984 (Fla. 1st DCA 2026).

Latent ambiguity in the deeds presents disputed factual issues that preclude summary judgment on quiet title and declaratory claims where the beachfront deeds fix a parcel's southern boundary by a fixed metes-and-bounds call from a highway but do not mention the Gulf of Mexico or the mean high-water line and the parties offer conflicting extrinsic evidence on whether the original grantor intended to convey littoral rights.

Owners of Trailers at Li'l Abner Trailer Park v. CREI Holdings, LLC, Case No. 3D25-0762 (Fla. 3d DCA 2026).

Dismissal with prejudice of plaintiffs' Mobile Home Act and injunction counts is proper where the individual mobile-home owners lack standing to assert a statutory claim that a park owner failed to give the homeowners' association its right-of-first-refusal notice under Florida Statutes section 723.061(1)(d)1 and where the record shows the park's rent-increase notice was sent more than ninety days before a change-of-use eviction notice and the complaint pleads no viable statutory or other basis for standalone injunctive relief.

Grossfeld v. CV Funding, LLC, Case No. 3D24-2235 (Fla. 3d DCA 2026).

A trial court may summarily enforce a settlement agreement without an evidentiary hearing when the existence and terms of a settlement agreement are undisputed and its enforcement provision unambiguously authorizes remedies "without hearing" upon a tenant's breach.

Inversiones Alfa V, C.A. v. Cedros Management Investments, LLC, Case No. 3D25-0218 (Fla. 3d DCA 2026).

A defrauded party may elect rescission rather than damages following a jury finding of fraudulent inducement in a property exchange when full restoration of the status quo is impossible and so long as the trial court acted within its equitable discretion by rescinding the exchange and ordering return of the condominium while reasonably balancing the parties' equities and a damages award is not complete relief.

Shopping Center Interest, LLC v. TAB 250, Ltd., Case No. 4D2024-1066 (Fla. 4th DCA 2026).

A trial judge who adopts a party's proposed final judgment verbatim—especially one embedded with that party's letterhead and containing legal arguments previously rejected on the record—fails to exercise the independent judicial decision-making required and renders the damages judgment reversible.