

Florida Real Property and Business Litigation Report

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T.M. v. University of Maryland Medical System Corp., Case No. 25-197 (2026).

Regardless of whether the state court judgment remains subject to further review in state appellate proceedings, the Rooker-Feldman doctrine bars federal district court jurisdiction over suits brought by state court losers complaining of injuries caused by state court judgments and seeking federal review and rejection of those judgments.

Pung v. Isabella County, Case No. 25–95 (S. Ct. 2026).

When the sale is fairly conducted and in light of the nation's history of tax sales, just compensation Under the Fifth Amendment Takings Clause following a government tax sale is measured by the actual auction price, not the property's hypothetical fair market value, and the Eighth Amendment Excessive Fines Clause likewise does not require the government to return more than the surplus sale proceeds.

Smith v. Slott (In re: No Rust Rebar, Inc.), Case No. 24-13383 (11th Cir. 2026).

A bankruptcy court may substantively consolidate a debtor and non-debtor alter ego entities into a single estate when the entities share substantial identity under the *Eastgroup Properties v. Southern Motel Ass'n*, 935 F.2d 245, 249–50 (11th Cir. 1991), factors.

Lil Joe Records, Inc. v. Ross, Case No. 24-13978 (11th Cir. 2026).

An author's copyright termination interests under 17 U.S.C. § 203 become property of the bankruptcy estate under 11 U.S.C. § 541 and cannot be exercised by the debtor post-discharge and cannot count toward the majority required to effect a valid termination of a multi-author grant when those interests were unscheduled and unadministered during the bankruptcy.

In re Amendments to Florida Small Claims Rule 7.070, Case No. SC2025-1254 (Fla. 2026).

Florida Small Claims Rule 7.070 is amended to impose a 120-day deadline for service of the initial process and pleading with mandatory dismissal or an order to complete service if service is not timely made, and to require that any waiver of service of process be reduced to writing in the record.

In re Amendments to Rule Regulating The Florida Bar 5-1.1, Case No. SC2025-1730 (Fla. 2026).

Rule 5-1.1 governing trust accounts is amended to require financial institutions participating in the IOTA program to pay, net of all fees and charges, interest on IOTA accounts at the Wall Street Journal Prime Rate in effect on the first business day of each month minus 300 basis points, subject to a floor of 0.25% and a ceiling of 1.50%, and to adjust related IOTA administrative, remittance, and use-of-funds provisions accordingly.

Perlmutter v. Federal Insurance Co., Case No. SC2024-0058 (Fla. 2026).

A plaintiff seeking leave to amend to add a punitive damages claim under Florida Statutes section 768.72(1) need only make a reasonable evidentiary showing that could support a finding of intentional misconduct or gross negligence and is not required at the pleading stage to demonstrate that a jury could find liability for punitive damages by clear and convincing evidence.

In re Amendments to Florida Rules of Appellate Procedure, Case No. SC2025-0241 (Fla. 2026).

Amendments to the Florida Rules of Appellate Procedure to be effective September 1 will require initial briefs to include a jurisdictional statement and per-issue preservation and standard-of-review statements, clarify the amount of supersedeas bonds for money judgments, update citation formats, and refine notice-of-appeal forms for nonfinal orders.

Monticello Elderly Housing Ltd. v. Borders, Case No. 1D2025-2007 (Fla. 1st DCA 2026).

A residential tenant who asserts defenses in an eviction action other than payment without depositing accrued rent into the court registry or filing a motion to determine rent absolutely waives those defenses under Florida Statute section 83.60(2), and the landlord is entitled to an immediate default judgment for possession.

Artis v. Estate of Morley, Case No. 4D2024-3049 (Fla. 4th DCA 2026).

A cotenant in a partition action who, pursuant to a longstanding unequal expense-sharing agreement, pays amounts outside her agreed responsibility in order to cure the other cotenant's mortgage default may receive full credit for those foreclosure-avoidance payments, but an ousted cotenant seeking a rental credit must prove the reasonable rental value of the property and no rental-offset award may be made and absent such evidence.

City of Hallandale Beach v. Shames, Case No. 4D2025-1230 (Fla. 4th DCA 2026).

A municipality that is joined in a foreclosure action qualifies as a "subordinate lienholder" entitled to foreclosure-surplus proceeds only to the extent of liens shown on the face of the pleadings as encumbrances on the property, and may not recover a foreclosure sale surplus based on later-recorded code-enforcement liens that do not appear in the foreclosure pleadings.

Office of the Attorney General, Department of Legal Affairs v. Wellness Program Services, LLC, Case No. 4D2024-0484 (Fla. 4th DCA 2026).

An individual owner may be held personally liable under FDUTPA when the evidence and an on-the-record stipulation establish that he had some measure of control over, and actively participated in, the corporation's deceptive practices, and cannot avoid liability by later refusing to sign a written memorialization of that stipulation after the plaintiff has rested in reliance on it.

Emilione v. Miltner, Case No. 2D2025-2105 (Fla. 2d DCA 2026).

An order discharging a lis pendens as to a nonparty property owner constitutes a final order as to that nonparty, so any motion for attorney's fees by that nonparty must comply with the thirty-day deadline in Florida Rule of Civil Procedure 1.525.

Sasha Investments, LLC v. Staghorn Development, LLC, Case No. 3D25-2231 (Fla. 3d DCA 2026).

Given the breadth of post-judgment discovery authorized by Florida law, a judgment creditor's post-judgment discovery directed to a debtor's former law firm regarding asset-related information cannot be curtailed based on a blanket assertion of attorney-client privilege without document-specific analysis and appropriate judicial mechanisms such as in camera review.

Healthy Food Experts, LLC v. AmGUARD Insurance Co., Case No. 4D2025-0181 (Fla. 4th DCA 2026).

A fully paid breach-of-contract judgment that fixes the amount of contractual damages in a first-party property insurance dispute does not bar a subsequent statutory bad faith action seeking extra-contractual consequential damages, even when the verdict is within policy limits.

Brillium, Inc. v. Oles-Dugre, Case No. 5D2024-1892 (Fla. 5th DCA 2026).

A replevin action asserting that specific personal property belongs to a corporation rather than to the decedent is not a "claim or demand against the decedent's estate" subject to the notice-of-claim requirements of Florida Statutes section 733.702.

Harlow v. Tier 1 Pest Solutions, LLC, Case No. 2D2025-2277 (Fla. 2d DCA 2026).

Florida Statutes sections 682.02 and 682.03 require that once a court determines that an enforceable arbitration agreement exists and that the controversy is subject to it, the question whether a contractual provision constitutes a condition precedent to arbitration and whether that condition has been fulfilled is exclusively for the arbitrator and not the trial court.

Riverwalk Tower, LLC v. Riverwalk Tower Investment-Intown, LLC, Case No. 2D2025-0547 (Fla. 2d DCA 2026).

A trial court departs from the essential requirements of law when it grants a motion to compel discovery of materials claimed to be privileged or protected as trade secrets without first conducting an in camera review and making findings of fact and conclusions of law addressing the claims of privilege or protection.

New World Condominium Apartments Condominium Association, Inc. v. Breedlove, Case No. 3D25-0854 (Fla. 3d DCA 2026).

A proposed class definition, including a class of tenants and occupants of units at a condominium, satisfies the ascertainability requirement of Florida Rule of Civil Procedure 1.220 when it specifies a particular group harmed in a particular location, at a particular time, and in a particular way, using objective criteria that permit determination of class membership without inherently subjective or individualized inquiry,

RM & Associates Consulting, Inc. v. People's Trust Insurance Co., Case No. 4D2024-2331 (Fla. 4th DCA 2026).

An award of appellate attorney's fees under Florida's lodestar approach requires competent substantial evidence establishing that the specific hours claimed were reasonably and necessarily expended, and conclusory expert testimony, billing records lacking task-level specificity, and failure to account for overlapping research from parallel litigation are insufficient to support the award.

Tarnow v. Watson, Case Nos. 6D2024-1853 & 6D2024-2812 (Fla. 6th DCA 2026).

The statutory conditions for obtaining or maintaining a stay of enforcement of a domesticated foreign judgment under Florida Statutes section 55.509 (the Florida Enforcement of Foreign Judgments Act) are not conditions precedent to commencing or maintaining an action challenging the validity of that judgment, and a trial court errs in dismissing such an action based solely on the debtor's failure to satisfy those stay conditions.

Sedona Leaf, LLC v. U.S. Bank Trust National Association, Case No. 6D2024-2291 (Fla. 6th DCA 2026).

A foreclosure plaintiff seeking to re-establish a lost note under Florida Statutes section 673.3091 must prove an unbroken chain of assignments establishing its ownership of the note, and summary judgment is precluded when the record evidence fails to show that the note was ever transferred out of a prior owner's possession into the plaintiff's chain of title.

Big Gates Records, LLC v. Stewart, Case No. 2D2025-0937 (Fla. 2d DCA 2026).

A limited liability company is a legal entity separate and distinct from its members so an individual member of a LLC, even if the member is a majority owner who directed the LLC's actions, lacks standing to sue in an individual capacity for breach of a contract to which only the LLC and not the member personally was a party,

Master Dry Out, Inc. v. State Farm Florida Insurance Co., Case No. 2D2024-2205 (Fla. 2d DCA 2026).

A pre-trial settlement in which the insurer admits no liability and the parties expressly compromise doubtful and disputed claims does not constitute a "judgment obtained" within the meaning of Florida Statutes section 627.7152(10)(a), and therefore does not entitle a post-loss assignee to an award of attorney's fees under that statute.

Adonel Concrete Corp. v. Furshman, Case No. 3D25-0132 (Fla. 3d DCA 2026).

A binding settlement agreement is formed when the parties' objective manifestations, including a confirmation email left unchallenged, delivery of a check in the negotiated amount, and an affirmative reply to a proposed release, establish assent to all essential terms, and the failure to execute a formal written release does not negate contract formation because execution of the release is a procedural formality and not a condition precedent to the agreement.

Zambrano v. Quintana, Case No. 3D25-0177 (Fla. 3d DCA 2026).

A residential tenant's failure to pay accrued rent into the court registry after a judicial order on a motion to determine rent constitutes an absolute waiver of all affirmative defenses under Florida Statutes section 83.60(2) and entitles the landlord to an immediate default judgment of possession but the rent-deposit requirement applies only to actions for possession and does not authorize striking a tenant's counterclaims for damages or injunctive relief as moot, nor does it permit the court to strike a timely jury trial demand on those counterclaims before a responsive pleading has been filed.

Columbus574, LLC v. Deppert, Case No. 4D2025-0695 (Fla. 4th DCA 2026).

A contingency fee multiplier award requires both a pre-existing contingency fee agreement and a showing that the multiplier was necessary to obtain competent counsel; supplemental damages incident to specific performance are limited to amounts that return the parties to the status quo at the time of breach and may not include prejudgment interest unless there is a showing of an actual, out-of-pocket loss prior to entry of judgment or mortgage interest a party never incurred.

Deltona Transformer Corp. v. Deltran Operations USA, Inc., Case No. 5D2024-1156 (Fla. 5th DCA 2026).

Because Florida Statute section 607.1436(1)'s plain language places no limitation on which party may invoke the court's discretion and does not limit equitable considerations to those of the electing party alone, a trial court possesses equitable authority under the statute to set aside or modify a buyout election in a corporate dissolution proceeding regardless of whether it is the electing party or the petitioning shareholder who raises equitable grounds.