

Florida Real Property and Business Litigation Report

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Havana Docks Corp. v. Royal Caribbean Cruises, Ltd., Case No. 24-983 (2026).

A defendant is liable Under Title III of the Cuban Liberty and Democratic Solidarity Act for trafficking in "property which was confiscated by the Cuban Government" when it uses the physical property to which a United States national owns a claim, and the plaintiff need not prove that the defendant's conduct would have interfered with a property interest that would still exist in a counterfactual world without confiscation.

Tejon v. Zeus Networks, LLC, Case No. 24-11114 (11th Cir. 2026).

A "browsewrap" arbitration clause on a consumer subscription webpage binds a user under Florida law only if the hyperlinked terms are displayed with design features sufficiently conspicuous to place a reasonably prudent internet user on inquiry notice of the terms, including consent to arbitration for resolution of disputes.

Great Bowery Inc. v. Consequence Sound LLC, Case No. 24-12482 (11th Cir. 2026).

A copyright infringement plaintiff must prove that it is a legal or beneficial owner of an exclusive right under 17 U.S.C. § 106, and a non-party defendant may contest whether any such exclusive right was actually transferred despite the absence of a dispute between transferor and transferee.

Declan Flight, Inc. v. Textron eAviation, Inc., Case No. 24-10913 (11th Cir. 2026).

Federal common law, including whether dismissal for forum non conveniens is appropriate, governs after it is determined that a forum-selection clause is valid and enforceable.

In re Amendments to Florida Rule of General Practice and Judicial Administration 2.515, Case No. SC2026-0673 (Fla. 2026).

The Florida Supreme Court amends Florida Rule of General Practice and Judicial Administration 2.515(d)(2) to require each signer to represent that the legal authorities identified in a filing exist and are accurately cited, and expressly authorizes sanctions—including reprimand, contempt, striking of the document, dismissal, costs, and attorneys' fees—for any filing inconsistent with that representation.

Kwartin v. Miami Beach Townhomes Condominium Association, Inc., Case No. 3D25-0288 (Fla. 3d DCA 2026).

A condominium lien foreclosure judgment is prematurely entered when it liquidates the amount due and orders a sale while legally interrelated affirmative defenses and counterclaims, including tender of payments and fraud which are supported by affidavit, remain unresolved.

San Juan v. FAM Productions, LLC, Case No. 3D25-0633 (Fla. 3d DCA 2026).

Successive promissory notes that expressly provide each new loan "replaced, cancelled and superseded" the prior note limit the lender's claim to the final note against the named borrower.

12170 CWELT-2007 LLC v. Green Tree Servicing, LLC, Case No. 4D2024-1907 (Fla. 4th DCA 2026).

A LLC's motion for reconsideration filed after the 30-day period set forth in Florida Rule of General Practice and Judicial Administration 2.330 is untimely, and therefore legally insufficient, and renders any error in holding a non-evidentiary hearing without corporate counsel harmless as a trial court may deny a legally insufficient motion on the written submissions alone.

Ontario Wound Management, LLC v. Legacy Medical Consultants, L.P., Case No. 3D26-0280 (Fla. 3d DCA 2026).

A party may seek discovery of confidential bank records when the requested financial information is reasonably calculated to lead to admissible evidence and directly relates to tracing funds placed at issue by the pleadings and defenses.

Mineo v. Do, Case No. 4D24-3192 (Fla. 4th DCA 2026).

A homeowners' association member suing another member under Florida Statute section 720.305 must comply with the derivative-action prerequisites in section 617.07401 when the alleged injury is common to all association members rather than personal and distinct.

McDowell v. Moore, Case No. 4D23-2783 (Fla. 4th DCA 2026).

A commission provision that leaves essential terms such as rate, calculation method, scope of covered sales, and duration for future agreement constitutes an unenforceable agreement to agree and cannot support a breach of contract claim.

Fuller v. HCA Florida JFK North Hospital, Case No. 4D25-1976 (Fla. 4th DCA 2026).

Appellants, including pro se parties, who fail to present coherent arguments, material facts, and supporting authority in their initial brief abandon those issues and compel affirmance.

Pantoja v. Bank of New York Mellon, Case No. 4D24-2894 (Fla. 4th DCA 2026).

Failure to file admitted trial exhibits with the clerk, standing alone and uncoupled from a substantive or procedural challenge, does not provide an independent ground for appellate relief because it constitutes at most a correctable clerical omission.

ShipJoy, LLC v. SVES, LLC, Case No. 3D25-0808 (Fla. 3d DCA 2026).

Florida Statutes section 60.07 awards damages for dissolution of an injunction but "presupposes the existence of a bond" so damages for a wrongfully entered temporary injunction are not recoverable if the injunction was without bond and the exceptions to requiring a bond do not exist.

Sanchez v. People's Trust Ins. Co., Case No. 3D25-0336 (Fla. 3d DCA 2026).

Florida Rule of Civil Procedure 1.820(h) requires strict compliance in order to reject a non-binding arbitration decision, i.e., a party must file both a notice of rejection of the arbitration decision and a request for trial in the same document within twenty days of service of the arbitrator's written decision.

All Paving & Sealcoating LLC v. Daly, Case No. 4D2025-0521 (Fla. 4th DCA 2026).

A trial court must determine whether requested materials constitute trade secrets when a party asserts trade the secret privilege to resist discovery, must require the party seeking production to demonstrate reasonable necessity, and must set forth its findings in the order before compelling disclosure.

Dolphin Pointe Health Care, LLC v. Moravia, Case No. 5D2024-1771 (Fla. 5th DCA 2026).

An arbitration agreement in a nursing home admission contract is unenforceable where the party challenging the agreement establishes by a preponderance of the evidence that the signatory lacked the mental capacity to comprehend the nature and effect of the agreement at the time of signing.

James v. Hernandez, Case No. 1D2025-0015 (Fla. 1st DCA 2026).

A general contractor is not vicariously liable for the negligence of a specialty subcontractor who operates as an independent contractor where the contractor controls only outcomes, scheduling, and specifications rather than the subcontractor's methods of performing the work.

Priest v. State Farm Florida Insurance Co., Case No. 1D2024-1577 (Fla. 1st DCA 2026).

The pre-suit notice requirement of Florida Statutes section 627.70152 does not apply retroactively to property insurance policies issued before the statute's July 1, 2021 effective date because the statute contains no clear legislative expression of retroactive intent.

City of Tampa v. Liberty Hospitality Management, LLC, Case No. 2D2025-0069 (Fla. 2d DCA 2026).

A partial final judgment that is legally and factually interrelated with claims that remain pending does not constitute a separate and distinct cause of action under Florida Rule of Appellate Procedure 9.110(k) and must be dismissed for lack of appellate jurisdiction.

Nichols v. French, Case No. 2D2024-2883 (Fla. 2d DCA 2026).

A trial court lacks discretion to deny a timely motion for trial de novo following nonbinding arbitration under Florida Statutes section 44.103(5) Florida Rule of Civil Procedure 1.820(h), and imposition of additional procedural requirements beyond timely filing as a condition of the right to trial is impermissible.

Ferguson v. Republic of Trinidad and Tobago, Case No. 3D25-1088 (Fla. 3d DCA 2026).

A government official who personally oversaw litigation and had knowledge of a party's recordkeeping practices qualifies as a "qualified witness" sufficient to authenticate billing records under the business records exception to the hearsay rule, but a trial court awarding costs that are ordinarily not taxable must make specific findings identifying those costs and the unique and extraordinary circumstances justifying their award.

Kuluz v. Monroe County, Case No. 3D25-0500 (Fla. 3d DCA 2026).

Upgrading a driveway that is internal to a property and closed to the public does not trigger the replat requirement under the Monroe County Code, and a county settlement that adopts a Code interpretation consistent with a state statutory definition does not constitute an ultra vires zoning contract.

Reardon v. RJConsulting 4005 LLC, Case No. 3D26-0418 (Fla. 3d DCA 2026).

A party that fails to timely appeal or seek rehearing of a final judgment that fully adjudicated all claims between the parties cannot revive appellate jurisdiction by filing a subsequent motion for summary judgment on an amended complaint and appealing the denial of that motion.

Dana Entertainment, Inc. v. Tucan & Baru Brickell, LLC, No. 3D25-1904 (Fla. 3d DCA 2026).

A trial court abuses its discretion by appointing a receiver without notice, a hearing, sworn testimony, an affidavit, or a verified pleading, and by setting a receiver's bond in an amount grossly inadequate in relation to the receivership entity's annual revenue.

Material Handling Systems, Inc. v. United Granite Penna, LLC, Case No. 4D2025-1187 (Fla. 4th DCA 2026).

Under Florida Statutes section 682.11(2), as amended in 2013, an arbitrator has authority to decide attorney's fees when a statutory or contractual basis for recovery exists, and a party that submits fee claims to the arbitrator and receives an adverse ruling may not bypass the arbitration process by petitioning a trial court for those fees.

Lee County v. Captiva Civic Association, Inc., Case No. 6D2025-0335 (Fla. 6th DCA 2026).

A settlement agreement that permanently prohibits a county from issuing building permits beyond a fixed dwelling-unit limit is unenforceable as an ultra vires contracting away of the county's police power, regardless of whether the opposing party is a developer or a civic association.

Schiro v. Elliott, Case No. 2D2025-2366 (Fla. 2d DCA 2026).

Residential property titled in a decedent's revocable trust qualifies as protected homestead owned by a natural person, and absent trust language specifically directing sale of the freely devisable homestead, the homestead exemption from forced sale inures to the decedent's heirs—including adult children—and protects the property from the claims of estate creditors.

Barrish v. Interiors by Steven G., Inc., Case No. 3D23-1002 (Fla. 3d DCA 2026).

A consumer's dissatisfaction with a contractually disclosed, non-market-based pricing structure and expected markups does not state a FDUTPA or breach of contract claim where the agreement unambiguously permits the challenged pricing and requires only invoice preapproval rather than cost disclosure.

Little v. Bath Kitchen Boutique, LLC, Case No. 3D25-0373 (Fla. 3d DCA 2026).

A prevailing party may recover attorneys' fees for work on prejudgment garnishment proceedings under a unilateral contractual fee provision made reciprocal by section 57.105(7) when the garnishment is ancillary to, and thus "with respect to," the underlying contract action.

Aisha Jhaveri, LLC v. Rivas, Case No. 4D2025-0066 (Fla. 4th DCA 2026).

Piercing the corporate veil to impose personal liability on an individual associated with an LLC requires proof of domination, improper or fraudulent use of the corporate form, and resulting injury, and careless use of similar entity names, isolated commingling, or poor business practices—without evidence of improper purpose or causal connection to the claimed injury—does not satisfy this standard.

Kuehne Nagel, Inc. v. OJ Commerce LLC, Case No. 4D2025-0114 (Fla. 4th DCA 2026).

A proposal for settlement under section 768.79 is ineffective to create a right to attorneys' fees where, the contract between the parties specified the law of another state as the applicable law and that law of that foreign state did recognize the proposal for settlement process at the time of service of the proposal.

Owens v. Albrecht, Case No. 4D2025-2522 (Fla. 4th DCA 2026).

When ruling on a motion to compel arbitration, the trial court must itself resolve disputed factual issues regarding the existence of a valid arbitration agreement at a preliminary evidentiary hearing and may not defer those issues to a