

Real Property and Business Litigation Report – Vol. X, Issue 16

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Cases of interest this week include:

Goodyear Tire & Rubber Co. v. Haeger, Case No. No. 15–1406 (2017).

A federal court exercising its inherent authority to sanction for misconduct is limited to imposing sanctions in the amount of the damage caused by the misconduct.

ADT, LLC v. Northstar Alarm Services, LLC, Case No. 16-15351 (11th Cir. 2017).

A non-party not in privity with a party restrained by an injunction may not be bound by that injunction as a successor in interest under the theory of de facto merger.

Henderson v. Onewest Bank, FSB, Case No. 1D16-2670 (Fla. 1st DCA 2017).

“Absent a stipulation or waiver, the party seeking fees should present testimony from the lawyer who performed the services or an authorized representative of the law firm, and an expert as to reasonableness of the rates and fees. . . . If the record reflects some evidence supporting the fee award, but not testimony from the lawyer or law firm or an expert, the proper remedy is to remand for further proceedings.”

Hill v. Suwannee River Water Management District, Case No. 1D16-3343 (Fla. 1st DCA 2017).

The actions of a governmental entity in draining a pond and flooding fields are not quasi-judicial in nature, and therefore, the governmental entity is not entitled to quasi-judicial immunity for its actions.

AGM Investors, LLC v. Business Law Group, P.A., Case No. 2D14-4704 (Fla. 2d DCA 2017).

The Litigation Privilege extends to actions that are necessarily preliminary to the institution of legal action, but does not extend to actions not necessary to litigation.

Cohen v. Jain, Case Nos. 3D16-281 & 3D16-1297 (Fla. 3d DCA 2017).

A promissory note which provides only for simple, not compound, interest will allow only a final judgment containing simple and not compound interest.

Powell v. Wells Fargo Bank, N.A., Case No. 4D15-3013 (Fla. 4th DCA 2017).

The Fourth District re-affirms that a non-holder in possession may enforce a promissory note by showing “(1) evidence of an effective transfer; (2) proof of purchase of the debt; or (3) evidence of a valid assignment, ” but must show the “chain of possession” of the note starting with the first holder of the note.

Fouche v. Pilot Catastrophe Services, Inc., Case No. 5D16-848 (Fla. 5th DCA 2017).

A trial court granting a motion to compel arbitration should, pursuant to Florida Statute section 682.03(7), stay and not dismiss the trial court proceedings pending the decision of the arbitral panel.

Related people

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