Florida Real Property and Business Litigation Report
Manuel Farach

The Florida Bar v. Studstill, Case No. SC2024-0149 (Fla. 2026).
An attorney violates Rules Regulating the Florida Bar 4-3.4(c) and 4-3.3(a)(1) by knowingly disregarding an express sequestration order without objection and knowingly misrepresenting the ensuing witness communication to the tribunal.

In re Amendments to Florida Rules of Civil Procedure 1.310 & 1.351, Case Nos. SC2025-0646 & SC2025-0660 (Fla. 2026).
Effective January 1, 2027, an objection to a nonparty subpoena must state its grounds and reasons with specificity, and production remains prohibited until the objection is resolved by court order or agreement.

In re Amendments to Florida Rule of Civil Procedure 1.280(k), Case No. SC2025-1053 (Fla. 2026).
Effective January 1, 2027, other parties need not act on an unsigned discovery disclosure, request, response, or objection, and the court must strike it unless the omitted signature is promptly supplied after notice.

In re: Amendments to Florida Rule of Civil Procedure 1.280, Case No. SC2025-1497 (Fla. 2026).
Effective January 1, 2027, amended Rule 1.280(a)(1)(C) requires parties to disclose computations of claimed damages other than noneconomic damages, and rather than provide copies with their initial disclosures, make supporting materials available for inspection and copying under rule 1.350.

In re: Amendments to Florida Rule of General Practice and Judicial Administration 2.270 and Judicial Branch Records Retention Schedule for Administrative Records, Case No. SC2025-1414 (Fla. 2026).
Effective January 1, 2027, amended Rule 2.270 requires website publication but permits optional print publication of proposed standard jury instruction changes, and the amended administrative records retention schedule requires retention of search warrant records, whether executed or unexecuted and not associated with a court case, for one year after warrant issuance.

In re: Amendments to Florida Rules of Appellate Procedure 9.370 and 9.900, Case No. SC2026-0041 (Fla. 2026).
Effective January 1, 2027, amended Rule 9.370 includes an amicus brief's identity and interest statement in its word count, and amended Rule 9.900 adds service certificates to appellate forms, including an attorney general service certificate in the notice of constitutional question.

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In re Amendments to Florida Rule of Civil Procedure 1.200, Case No. SC2025-1894 (Fla. 2026).
Amended Florida Rule of Civil Procedure 1.200(h)(1), effective January 1, 2027, requires courts to consider party availability when resetting trial periods, alongside case needs and court resources.

Universal Property & Casualty Insurance Company v. Hughes, Case No. SC2024-0025 (Fla. 2026).
Section 627.70152(3), Florida Statutes (2021), does not require pre-suit notice for actions arising under property insurance policies issued before July 1, 2021.

RJ's International Trading, LLC v. Crown Castle South, LLC, Case No. SC2024-0547 (Fla. 2026).
A prevailing party attorney's fee provision in an easement agreement does not touch and concern the land, and accordingly, does not run with the land.

Carson Concrete Corp. v. InteRebar Fabricators, LLC, Case No. 3D25-0168 (Fla. 3d DCA 2026).
A threatened contractual breach does not establish economic duress when adequate legal remedies remain available, and an undocumented setoff claim cannot defeat summary judgment when the contract also excludes the claimed damages.

Benedetto & Benedetto v. EXP Realty, LLC, Haigh, Owens, Cuatt & Cuatt, Case Nos. 4D2024-2388 & 4D2025-0265 (Fla. 4th DCA 2026).
A claimant may plead punitive damages when the claimant's evidence, viewed favorably and without weighing counterevidence, permits a reasonable inference that the defendant knowingly pursued wrongful conduct highly likely to cause the claimant damage.

North Palm Motors, LLC v. Custom Fleet Services, Inc., Case No. 4D2025-0167 (Fla. 4th DCA 2026).
Under the Florida Uniform Trade Secrets Act, a subsequent acquirer who has reason to know that a trade secret was improperly acquired may be jointly and severally liable for misappropriation, but attorney's fees and exemplary damages require willful and malicious conduct and unjust-enrichment damages must exclude profits not attributable to the misappropriation.

Zoldan v. The Entrada Condominium, Inc., Case No. 4D2024-2199 (Fla. 4th DCA 2026).
Florida law does not support a conversion claim for real property and the ownership rights incident to the e property.

Patterson v. Van Diepen, Case No. 1D2025-2879 (Fla. 1st DCA 2026).
A residential tenant's failure to deposit accrued rent into the court registry under section 83.60(2), Florida Statutes, waives defenses other than payment to the landlord's possession claim, including failure to join an indispensable party, but does not authorize a default judgment on the landlord's separately adjudicated damages claim.

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Equipment Sales of South Florida, LLC v. Pro Max Investment Holdings, Inc., Case No. 3D25-2501 (Fla. 3d DCA 2026).
An appellate court lacks jurisdiction to review denial of a successive rule 1.540(b) motion asserting grounds known when the movant filed its first motion.

Outfront Media Group LLC v. City of Miami Beach, Florida, Case No. 3D25-1165 (Fla. 3d DCA 2026).
Competitive harm alone does not confer standing to challenge a competitor's municipal contract absent infringement of contractual rights, statutory protection against competition, or a cognizable special injury.

Pilac Management, Ltd. v. Parque Towers Developers, LLC, Case No. 3D25-1698 (Fla. 3d DCA 2026).
Res judicata does not bar purchasers' contractual claims for excess deposit refunds when applying the doctrine would unjustly defeat the parties' express bargain and produce a developer's windfall.

Real Estate Services Group, Inc. v. Mills and Hickory Lake Estates Owners' Association, Inc., Case No. 2D2024-2630 (Fla. 2d DCA 2026).
A third-party foreclosure purchaser's protectable property interest arises upon purchase and issuance of the certificate of sale, requiring notice and an opportunity to be heard before vacatur.

Fyffe v. Flowers, Case No. 3D25-1101 (Fla. 3d DCA 2026).
Contractual payment deadlines generally use calendar days ending at midnight unless the agreement specifies otherwise, and a party cannot avoid notice by deliberately disregarding available information.

Diamond Edge Construction, LLC v. The Moorings of Pinellas County Condominium Association, Inc. Case No. 2D2026-0713 (Fla. 2d DCA 2026).
A party cannot compel arbitration under an unsigned construction agreement when essential scope and price terms remain unresolved and no evidence establishes assent.

Bloktech Wynwood Atrium LLC v. BD FL Notes, LLC, Case No. 3D25-1191 (Fla. 3d DCA 2026).
Condominium purchasers who expressly waive legal and equitable lien rights cannot claim junior-lienholder status to obtain post-judgment intervention in a mortgage foreclosure.

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