**Florida Real Property and Business Litigation Report**

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**Walters v. Fast AC, LLC**, Case No**.** 21-13879 (11th Cir. 2023).

An aggrieved party has standing to claim a violation of the Truth in Lending Act against a defendant lender when the party violating the Act was the agent of the lender.

**GSE Consulting, Inc. v. L3Harris Technologies, Inc.**, Case No. 22-10647 (11th Cir. 2023).

A reverse triangular merger does not constitute a “merger” for purposes of monies due under a consulting agreement.

**Schmidt v. JJJTB, Inc.**, Case Nos. 2D21-1213 and 2D21-2752 (Fla. 2d DCA 2023).

The Second District holds that parties cannot stipulate to “case jurisdiction,” i.e., procedural and continuing jurisdiction over a case; conflict certified with Fourth District decision of *MCR Funding v. CMG Funding Corp.*, 771 So. 2d 32, 35 (Fla. 4th DCA 2000).

**G & G In-Between Bridge Club Corporation v. Palm Plaza Associates, Ltd.**, Case No. 2D21-3402 (Fla. 2d DCA 2023).

Despite a tenant having the opportunity to negotiate for specific parking rights and failing to do so when signing the lease, a landlord subject to a “reasonable” right to change parking cannot do so if doing so deprives the tenant of sufficient parking.

**Quest Systems, LLC v. Far**, Case No. 2D22-1545 (Fla. 2d DCA 2023).

A Motion to Vacate a Foreclosure Sale must be directed to the conduct of the sale, and a third-party bidder’s lack of knowledge of a superior mortgage on the property he bought at foreclosure sale is not a basis to vacate the sale.

**Testa v. Town of Jupiter Island**, Case No. 4D22-432 (Fla. 4th DCA 2023).

Subject to affirmative defenses and despite the actual date of adoption being more than 10 days from publication, the failure of a municipality to strictly comply with the Florida Statute section 166.041(3)(a) invalids the adopted ordinance.