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**DeMaria v. Construction Industry Licensing Board**, Case No. 1D20-2306 (Fla. 1st DCA 2023).

Even if the contractor has declared bankruptcy, Florida Statute section 489.1401(2) requires a claimant seeking recovery from the Construction Industry Recovery Fund obtain a judgment, an arbitration award, or an order of restitution before the Construction Industry Licensing Board may pay from the recovery fund.

**KRG Oldsmar Project Company, LLC v. CWI, Inc.**, Case No. 2D21-1731 (Fla. 2d DCA 2023).

A lease must be read for its plain meaning, and cannot be interpreted to make a “go dark” provision that prohibits closure unless one year has passed to permit closure without consequences before the one year period.

**American Sales and Management Organization LLC v. Lopez**, Case No. 3D20-563 (Fla. 3d DCA 2023).

An inconsistent verdict occurs when two definite findings of fact material to the judgment are mutually exclusive, and a verdict form that does not instruct the jury it must award damages if it finds for a plaintiff on a cause of action does not create either an inconsistent or inadequate verdict.

**Urrea v. Koplow**, Case No. 3D21-1419 (Fla. 3d DCA 2023).

A creditor who has multiple judgments against multiple defendants does not have discretion to apply payments to whichever judgment he desires.

**Guevara v. Lamothe**, Case No. 3D22-33 (Fla. 3d DCA 2023).

Florida Statute section 489.105(3)(c) provides a homeowner acting as their own contractor and providing direct, onsite supervision themselves of all work not performed by licensed contractors does not need a “contractor license” to construct on their own property.