**Florida Real Property and Business Litigation Report**

**Volume XVII, Issue 44**

**November 2, 2024**

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**VFS Leasing Co. v. Markel Insurance Company**, Case No. 22-13338 (11th Cir. 2024).

(<https://media.ca11.uscourts.gov/opinions/pub/files/202213338.pdf>)

Pursuant to Florida Statute section 673.4141(3), a drawer is discharged of its payment obligation when a jointly issued check is accepted by a drawee bank.

**In Re: Amendments To The Florida Rules For Court Appointed Arbitrators**, Case No. SC2024-0442 (Fla. 2024).

(<https://supremecourt.flcourts.gov/content/download/2442769/opinion/Opinion_SC2024-0442.pdf>)

Florida Rule for Court-Appointed Arbitrators 11.010 is amended to clarify that sole or chief court-appointed arbitrator must be a member in good standing of The Florida Bar for the preceding five years unless the parties agree in writing that the sole or chief court-appointed arbitrator may be an individual who has been for the preceding five years a member in good standing and eligible to practice law in any United States jurisdiction, and a non-licensed individual who is not currently disbarred or suspended from practice in any jurisdiction may serve as a non-chair arbitrator on an arbitration panel with the written agreement of all parties.

**In Re: Amendments To Rules Regulating The Florida Bar – Rule 6-10.3**, Case No. SC2024-0964 (Fla. 2024).

(<https://supremecourt.flcourts.gov/content/download/2442770/opinion/Opinion_SC2024-0964.pdf>)

The Florida Supreme Court approves minor revisions of the Bar's proposal for pro bono credit and holds that Florida Bar members can earn up to one hour of general credit hour for every hour of pro bono service up to a total of 5 credits per 3-year cycle.

**KAC 2021-1, LLC v. American Homes 4 Rent Properties One, LLC**, Case No. 2D2023-1384 (Fla. 2d DCA 2024).

(<https://2dca.flcourts.gov/content/download/2442653/opinion/Opinion_2023-1384.pdf>)

The posting of a Three Day Notice under Florida Statutes Chapter 83 is protected by the litigation privilege and thus the posting of the notice – face out – for nonpayment rent does not violate the section 559.72 of Florida Consumer Collection Practices Act.

**Lent v. The Everglades Foundation, Inc.**, Case No. 3D23-1135 (Fla. 3d DCA 2024).

(<https://3dca.flcourts.gov/content/download/2442715/opinion/Opinion_2023-1135.pdf>)

Violation of a temporary injunction, in this case to prohibit destroying, copying and/or disseminating any materials or confidential information of movant, can result in an order of indirect criminal contempt under Rule of Criminal Procedure 3.840.

**The River Front Master Association, Inc. v. North Investment Group, LLC**, Case No. 3D23-1472 (Fla. 3d DCA 2024).

(<https://3dca.flcourts.gov/content/download/2442717/opinion/Opinion_2023-1472.pdf>)

Removing a tenant’s advertising signs and tinting the tenant’s windows to avoid further window advertising – both without consent – do not sufficiently shock the conscience to permit an award of punitive damages.

**Wells Fargo Bank, N.A. v. Gopher**, Case No. 4D2023-2442 (Fla. 4th DCA 2024).

(<https://4dca.flcourts.gov/content/download/2442685/opinion/Opinion_2023-2442.pdf>)

Breach of a fiduciary duty, standing alone and without additional acts such as fraud, malice, or other misconduct, is not sufficient to award punitive damages.