



DONNA GREENSPAN SOLOMON

Arbitration Case Law Update

Prof'l Airline Flight Control Ass'n v. Spirit Airlines, Inc., 65 F.4th 647 (11th Cir. 2023). Under Railway Labor Act, a minor dispute that parties cannot resolve is subject to arbitration before adjustment board created by airline and its employees.

Landcastle Acquisition Corp. v. Renasant Bank, 57 F.4th 1203 (11th Cir. 2023). In arbitrations governed by the Federal Arbitration Act, courts look at whether arbitration agreement signed by agent is binding on the principal.

Warrington v. Rocky Patel Premium Cigars, Inc., 2023 WL 1818920, at *2 (11th Cir. Feb. 8, 2023). Order denying motion to compel arbitration was affirmed where appellant "substantially invoked the litigation machinery prior to demanding arbitration."

Communications Workers of Am. v. BellSouth Telecommunications, Inc., 2023 WL 2401327, at *3 (11th Cir. Mar. 8, 2023). Where an arbitration provision is broad, courts should look for an "express provision excluding a particular grievance from arbitration"; otherwise, "only the most forceful evidence of a purpose to exclude the claim from arbitration can prevail."

Corporacion AIC, SA v. Hidroelectrica Santa Rita S.A., 20-13039, 2023 WL 2922297 (11th Cir. Apr. 13, 2023). In New York Convention case where arbitration is seated in the United States, or where United States law governs the conduct of the arbitration, Chapter 1 of the FAA provides the grounds for vacatur of an arbitral award.

Calvary Chapel Church, Inc. v. Happ, 353 So. 3d 649 (Fla. 4th DCA 2023). School's enrollment contract contained arbitration provision requiring arbitration of wrongful death action brought by parent whose child had died by suicide.

Lennar Homes, LLC v. Wilkinsky, 353 So. 3d 654 (Fla. 4th DCA Jan. 4, 2023). Arbitration clause requiring arbitration

for personal injuries "in the Community" required homeowner to arbitrate action against real estate developer for injuries in bicycle accident on road in community.

GR OPCO, LLC v. Murillo, 352 So. 3d 1279 (Fla. 3d DCA 2023). Substantial competent evidence supported trial court's finding that employee did not sign employer's arbitration agreement and that therefore, no arbitration agreement existed.

Oana v. Solomon, 357 So. 3d 280 (Fla. 2d DCA 2023). Where order approved arbitration award without entering final judgment but also authorized receiver's sale of real property, the appellate court lacked jurisdiction to review the arbitration award but nevertheless had non-final jurisdiction to review the order as to the approval of the receiver's sale of the property.

Erb v. Chubb Nat'l Ins. Co., 47 Fla. L. Weekly D2635 (Fla. 3d DCA Dec. 14, 2022). Insurer waived its right to arbitrate by failing to timely invoke arbitration provision.

Ron v. Parrado, 48 Fla. L. Weekly D413 (Fla. 3d DCA Feb. 22, 2023). Party may compel arbitration of agreement not containing arbitration clause if agreement incorporates a different agreement which does contain an arbitration provision.

Vitesse, Inc. v. Mapl Associates LLC, 48 Fla. L. Weekly D618 (Fla. 4th DCA Mar. 22, 2023). Any scrivener's error in seller's motion for trial de novo was trivial and did not substantially impair either purchaser or trial court from having reasonable notice of seller's desire to proceed to trial, and thus seller's motion substantially complied with statute governing court-ordered nonbinding arbitration and rule governing motions for trial de novo.

Costa v. Miami Lakes AM, LLC, 2023 WL 2777524, at *3 (Fla. 3d DCA Apr. 5, 2023). Non-signatory to arbitration agreement may compel arbitration of claims brought by signatory based on doctrine of equitable estoppel if signatory raises

allegations of concerted misconduct by both non-signatory and one or more of the signatories to the contract; evidentiary hearing required on remand.

FR. Aleman & Associates, Inc. v. EAC Consulting, Inc., 2023 WL 2777505, at *1 (Fla. 3d DCA Apr. 5, 2023). Appellate court affirmed trial court's confirmation of arbitration panel's fee award where record contained competent, substantial evidence supporting court's determination that the parties expressly agreed to have the arbitration panel adjudicate the attorney's fees issue.

City of Miami v. Fraternal Order of Police, Miami Lodge No. 20, 2023 WL 2777479 (Fla. 3d DCA Apr. 5, 2023). Police officer waived right to arbitrate grievance challenging his termination for violation of drug policy where officer actively participated in previous litigation that had already determined issues contained in grievance.

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Donna Greenspan Solomon was the first attorney certified by The Florida Bar as both Business Litigator and Appellate Specialist. Donna is a Member of the National Academy of Distinguished Neutrals and serves as a Chair on AAA (Commercial Panel) and FINRA arbitrations. She is also a Certified Circuit, Appellate, and Family Mediator and Florida Supreme Court Qualified Arbitrator. Donna is also a Member of the Florida Supreme Court Committee on Standard Jury Instructions—Contract and Business Cases. Donna can be reached at (561) 762-9932 or Donna@SolomonAppeals.com or by visiting www.solomonappeals.com.

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