



DONNA GREENSPAN SOLOMON

## Arbitration Case Law Update

**Mid-Am. Apartments, Ltd. v. Tracz**, 419 So. 3d 1227 (Fla. 2d DCA 2025). Tenant was contractually required to arbitrate premises liability negligence claims against landlords where arbitration clause in residential lease agreement expressly included future personal injury claims arising from or relating to the lease or tenant's use of the property.

**2944 Trivium Circle, LLC v. Trivium Park HC, LLC**, 422 So. 3d 176 (Fla. 4th DCA 2025). Breach of fiduciary duty claim did not primarily involve arbitrable dispute under Condominium Act, precluding grant of motion to compel arbitration as to claim.

**LCS Presidential Place Tenant LLC v. Davis**, 418 So. 3d 640 (Fla. 4th DCA 2025). Arbitration agreement that resident executed upon entering assisted living facility remained in effect when resident was moved to facility's memory care unit where agreement expressly stated that it would remain in effect for all care and services rendered at facility, even if such care and services were rendered during a subsequent admission, reflecting that the agreement was intended to survive even if resident moved to a higher level of care.

**King's Acad., Inc. v. Caliendo**, 418 So. 3d 643 (Fla. 4th DCA 2025). School waived its right to compel arbitration in personal injury action filed by parents of minor student injured during school cheerleading practice; school was legally knowledgeable of existing arbitration agreement since school was signatory to enrollment contract, such knowledge was imputed to school's attorney, attorney filed notice of appearance on school's behalf and answer, demanded trial by jury of all issues, and asserted 21 affirmative defenses, none of which related to arbitration, and attorney served interrogatories and requests to produce on parents.

**City of W. Palm Beach v. Harrell**, 419 So. 3d 82, 84 (Fla. 4th DCA 2025), reh'g denied

(Sept. 29, 2025). The validity and timeliness of a request to arbitrate is a "prerequisite to arbitrability" that is for the arbitrator to decide.

**Urban Air Jacksonville, LLC v. Hinton**, 415 So. 3d 1212 (Fla. 5th DCA 2025). Visitor of trampoline and adventure park was required to arbitrate his claims arising from slip-and-fall in restroom where visitor signed agreement in order to actively or passively participate in activities and gain access to park, and arbitration clause expressly required that claims of personal injury be subjected to arbitration.

**Crooks v. Wells Fargo Advisors, LLC**, 421 So. 3d 436 (Fla. 4th DCA 2025). In action brought by relative of deceased client of financial services company, factual dispute as to formation and existence of arbitration agreement required evidentiary hearing where company claimed that client had signed the arbitration agreement while relative averred that client had not signed the agreement, relative was familiar with client's signature, and signatures appearing on documents were not those of client.

**Nicklaus Companies, LLC v. Nicklaus**, 421 So. 3d 470 (Fla. 3d DCA 2025). In proceeding to confirm arbitration award in favor of golfer against LLC that had employed golfer, trial court did not err by refusing to strike certain footnotes in arbitration award, where arbitration agreement vested arbitrator with significant authority to resolve all disputes of any form arising from golfer's employment agreement, and subject matter of footnotes related to the employment agreement.

**Harris v. Dazzo**, 419 So. 3d 175 (Fla. 3d DCA 2025). Limited liability company (LLC) owner's allegations of breach of contract and fraud in the inducement against arbitration panel chairperson fell squarely within chairperson's role as an arbitrator, and thus, he was protected by absolute immunity and law required dismissal of claims, notwithstanding allegations of bad

faith, malice, or incompetence.

**City of Miami v. AFSCME Local 1907**, 423 So. 3d 508 (Fla. 3d DCA 2025). When a party seeking to vacate an arbitration award asserts that an arbitrator has exceeded her authority, the judicial inquiry is not whether the arbitrator is right or wrong, but rather, whether she goes beyond the authority granted by the parties or the operative documents and decides an issue not pertinent to the resolution of the issue submitted to arbitration.

**Hanniford v. United Services Auto. Ass'n**, 418 So. 3d 726 (Fla. 1st DCA 2025). Counsel's failure to timely request trial de novo following nonbinding arbitration did not constitute excusable neglect.

**Carpenter v. BVK-Muirfield Vill., LLC**, 416 So. 3d 389 (Fla. 2d DCA 2025). A request for a trial de novo against only certain parties following nonbinding arbitration is permitted.

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**UBS Fin. Services, Inc. v. Saunders**, No. 2D2024-2958, 2025 WL 3224110 (Fla. 2d DCA Nov. 19, 2025). Non-signatory co-trustee of trust that had trust account with financial services firm was equitably estopped from disclaiming arbitration provision in master account agreement where co-trustee's claim was based on master account agreement.

**Hill-Becton v. MIA Aesthetics Clinic, LLC**, No. 3D25-0072, 2026 WL 41058, at \*1 (Fla. 3d DCA Jan. 7, 2026). Appellate court, on de novo review, affirmed order compelling arbitration where appellant failed to establish that the subject arbitration provisions were both procedurally and substantively unconscionable.

**Andersen Serv. Corp. v. Old Republic Sur. Co.**, No. 4D2025-2411, 2026 WL 61436, at \*1 (Fla. 4th DCA Jan. 7, 2026). The right to arbitrate was never triggered by a party designated under a subcontract as entitled to invoke arbitration where the opposing party, a surety, was not a party to the subcontract and neither the subcontract nor the subcontract's arbitration provision were incorporated into the lien transfer bond.

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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 Chair on AAA (Commercial Panel) and FINRA arbitrations. She is a Certified Circuit, Appellate, and Family Mediator and Florida Supreme Court Qualified Arbitrator. Donna is the current Chair 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](mailto:Donna@SolomonAppeals.com) or by visiting [www.solomonappeals.com](http://www.solomonappeals.com).*

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