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The following are recent cases of interest regarding arbitration issues:

Epic Sys. Corp. v. Lewis, 138 S. Ct. 1612 (2018). National Labor Relations Act does not override the Federal Arbitration Act's enforcement of arbitration agreements that disallow class actions.

Gamble v. New England Auto Fin., Inc., 735 Fed. Appx. 664 (11th Cir. 2018). Former borrower's claim against lender for sending text messages in violation of Telephone Consumer Protection Act did not arise from or relate to automobile loan agreement, and thus claim was not subject to arbitration provision.

Everglades Coll., Inc. v. Nat'l Labor Relations Bd., 893 F.3d 1290 (11th Cir. 2018). For-profit university did not violate National Labor Relations Act by maintaining and enforcing employment agreement requiring that employment disputes be resolved through individualized arbitration.

Internaves de Mexico s.a. de C.V. v. Andromeda Steamship Corp., 898 F.3d 1087 (11th Cir. 2018). If international arbitration agreement provides for forum, there is strong presumption under Federal Arbitration Act in favor of compelling arbitration in that forum.

Hernandez v. Acosta Tractors Inc., 898 F.3d 1301 (11th Cir. 2018). Federal Arbitration Act does not provide district court authority to enter default judgment solely because a party defaulted in underlying arbitration.

Spirit Airlines, Inc. v. Maizes, Case No. 17-14415 (11th Cir. 2018). Parties adopting Commercial Rules of the American Arbitration Association indicated "clear and unmistakable" intent to have arbitrator decide whether their arbitration agreement permits class arbitration.

Outokumpu Stainless USA, LLC v. Convertteam SAS, 17-10944, 2018 WL 4122807 (11th Cir. Aug. 30, 2018). Phrase "relates to" in Federal Arbitration Act allowing for removal based on Convention on the Recognition and Enforcement of Foreign Arbitral Awards requires only that the

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arbitration agreement is sufficiently related to the dispute such that it conceivably affects the outcome of the case.

Northport Health Services of Florida, LLC v. Louis, 240 So. 3d 120 (Fla. 5th DCA 2018). Provision of arbitration agreement requiring application of Alabama Rules of Evidence violated Florida Nursing Home Resident's Rights Act but was severable from remainder of agreement.

Lake City Fire & Rescue Ass'n, Local 2288 v. City of Lake City, 240 So. 3d 128 (Fla. 1st DCA 2018). Arbitrator exceeded authority by reducing discipline imposed by city after determining that firefighter committed alleged misconduct.

Palisades Owners' Ass'n, Inc. v. Browning, 247 So. 3d 589 (Fla. 1st DCA 2018). Condominium unit owner's complaint that association's board members had breached their fiduciary duty regarding boat lift did more than raise garden-variety factual dispute about changes to common area and thus did not allege a "dispute" subject to statutory alternate dispute resolution procedures.

Plantation Gen. Hosp. Ltd. P'ship v. Div. of Admin. Hearings, 243 So. 3d 985 (Fla. 4th DCA 2018). In medical malpractice binding arbitration, the loss of spousal and parental companionship are non-economic damages that fall within the statutory limitation.

N. Shore Med. Ctr., Inc. v. Accredited Health Sols., Inc., 245 So. 3d 789 (Fla. 4th DCA 2018). Temporary staffing provider was bound to arbitration clause in contract executed between predecessor entity and hospital.

City of Miami v. Fraternal Order of Police Lodge #20, 248 So. 3d 273 (Fla. 3d DCA 2018). Dispute over whether city could prohibit police officers from performing extra duty work was not grievance subject to arbitration under collective-bargaining agreement, and thus arbitrator exceeded authority in deciding dispute.

Beck Auto Sales, Inc. v. Asbury Jax Ford, LLC, 43 Fla. L. Weekly D1380 (Fla. 1st DCA June 20, 2018). Even when non-signatory can rely on equitable estoppel to "access the arbitration clause," the non-signatory

can compel arbitration only if dispute falls within scope of arbitration clause, which is matter of contractual interpretation.

Owens v. Corrigan, 43 Fla. L. Weekly D1461 (Fla. 4th DCA June 27, 2018). Provision for mandatory arbitration of legal fee disputes without giving client written notice required by Florida Bar Rule 4-1.5(i) was unenforceable and not severable from remainder of agreement because it was inextricably intertwined with the provision of legal services.

Sachse Constr. & Dev. Corp. v. Affirmed Drywall, Corp., 43 Fla. L. Weekly D1622 (Fla. 2d DCA July 18, 2018). Federal Arbitration Act (FAA) preempts state statute governing actions against construction contractors when FAA applies to the contract.

Duty Free World, Inc. v. Miami Perfume Junction, Inc., 3D18-478, 2018 WL 3747725 (Fla. 3d DCA Aug. 8, 2018). Unjust enrichment claim did not fall within arbitration clause's exception permitting the parties to "seek equitable ... relief" in the circuit court.

Donna Greenspan Solomon is one of the few attorneys certified by The Florida Bar as both Business Litigator and Appellate Specialist. Donna is a Member of the AAA's Roster of Arbitrators (Commercial Panel). She is a FINRA-Approved and Florida Supreme Court Qualified Arbitrator. She is also a Certified Circuit, Appellate, and Family Mediator. Donna is a Member of the Florida Supreme Court Committee on Standard Jury Instructions

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