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Arbitration Case Law Update

Walsh Group v. Zion Jacksonville, LLC, 379 So. 3d 571 (Fla. 5th DCA 2024). Claims for littering, trespass, organized fraud, and gross negligence were subject to contract's broad arbitration clause.

Flying Panda Florida, LLC v. Rutherford, 380 So. 3d 529 (Fla. 5th DCA 2024). It was the arbitrator's role, not the trial court's, to consider whether the exculpatory clause was valid.

Yederlinic v. Heather Hill Nursing Ctr., LLC, 49 Fla. L. Weekly D875 (Fla. 2d DCA Apr. 19, 2024). Individual who signed arbitration provision was not acting as resident's attorney-in-fact pursuant to a durable power of attorney, and thus, resident's estate was not required to arbitrate negligence claim.

United States Fire Ins. Co. v. Am. Walks at Port St. Lucie, LLC, 4D2023-1784, 2024 WL 2178633 (Fla. 4th DCA May 15, 2024). Ordering arbitration was improper before arbitrator determined that developer had validly terminated prime contract and thus had validly accepted assignment of master subcontract containing arbitration agreement.

Palacios v. Lawson, 381 So. 3d 623 (Fla. 4th DCA 2024). Patient and company exercised their freedom to contract around Medical Malpractice Act (MMA) by agreeing to arbitrate medical-malpractice claims entirely outside MMA's framework, and thus, arbitration agreement was not void as against public policy.

Venn Therapeutics, LLC v. CAC Pharma Investments, LLC, 382 So. 3d 6 (Fla. 2d DCA 2024). Arbitration clauses that include in their scope all claims or controversies arising out of the subject contract limit arbitration to claims having some direct relation to the terms and provisions of the contract.

Pro-Play Games, LLC v. Roger, 3D23-1458, 2024 WL 1423882 (Fla. 3d DCA Apr. 3,

2024). Test for determining arbitrability of particular claim under broad arbitration provision is whether significant relationship exists between claim and agreement containing arbitration clause, regardless of legal label attached to dispute.

Paquin v. Campbell, 378 So. 3d 686 (Fla. 5th DCA 2024). Equitable estoppel did not compel heirs, as non-signatories to decedent's contracts, to arbitrate tort claims against decedent's investment advisor.

Florida Roads Trucking, LLC v. Zion Jacksonville, LLC, 5D23-2094, 2024 WL 1594574 (Fla. 5th DCA Apr. 12, 2024). Seller's claims against haulers for litter and trespass were beyond scope of arbitration clause in contract of sale between buyer and seller, regarding sand used for construction; contract provided for arbitration only of controversies and claims between seller and buyer or seller and buyer's surety, haulers were neither party to the contract nor buyer's surety, haulers were not buyer's officers or agents, and haulers did not receive any rights or incur any obligations under the contract.

OptumRx v. King's Drugs, Inc., 49 Fla. L. Weekly D848 (Fla. 2d DCA Apr. 17, 2024). California venue provision for arbitration proceedings did not preclude Florida state court from considering petitions to compel arbitration.

Zahav Refi LLC v. White Hawk Asset Mgmt., Inc., 49 Fla. L. Weekly D852 (Fla. 2d DCA Apr. 17, 2024). A motion to confirm an arbitration award is not mandatory because the arbitration award becomes final once the arbitrator releases his findings.

Sch. Bd. of Broward Cnty. v. Smith, 384 So. 3d 248 (Fla. 4th DCA 2024). Even though parties agree under collective bargaining agreement that arbitrator's award would be "final and binding" on them, such award is not self-executing and must be confirmed

by court of competent jurisdiction to be enforceable; while standard of review is highly deferential to arbitrator's findings and arbitration awards can be confirmed even if legally incorrect, such award must nonetheless stay within bounds of statute governing when arbitration award can be vacated.

Fisten v. Brown, 49 Fla. L. Weekly D398 (Fla. 3d DCA Feb. 21, 2024). Trial court had no discretion to do anything except confirm award once it had denied motion to vacate and there was no other pending motion.

Telesco Constr. Mgmt., Inc. v. Nat'l Concrete Pres., Inc., 49 Fla. L. Weekly D514 (Fla. 3d DCA Mar. 6, 2024). Compelling production of merits discovery prior to determining arbitrability departed from the essential requirements of law, warranting certiorari relief.

Michaels v. Johnson, 49 Fla. L. Weekly D971 (Fla. 4th DCA May 8, 2024). Plaintiff was denied due process where trial court sua sponte dismissed her action as a sanction for failure to comply with an order of referral to arbitration.

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