

**Mediation/Arbitration
Quick Reference Guide**

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1. Mediation Confidentiality:

- a) *Fl. Stat. §§44.401 - 44.406.*
- b) *Sun Harbor Homeowner's Assoc. v. Bonura*, 95 So.3d 262 (Fla. 4th DCA 2012) - attempted evidentiary use of statements made during mediation.
- c) *Gulliver Schools, Inc. v. Snay*, 137 So.3d 1045 (Fla. 3^d DCA 2014) - social media posts.

2. Attendance Requirement:

- a) *Fla .R. Civ. P. 1.720 (b)*
- b) *Carbino v. Ward*, 801 So.2d 1028 (Fla. 5th DCA 2001).
- c) *Mash v. Lugo*, 49 So.3d 829 (Fla. 5th DCA 2000).
- d) *Alvarez v. Citizens Prop. Ins. Corp.*, 328 So. 3d 61 (Fla. 3rd DCA 2021).

3. Enforcement of Agreements (signature requirement):

- a) *Fla .R. Civ. P. 1.730 (b)*
- a) *Dean v. Rutherford Mulhall, P.A.*, 16 So. 3d 284 (Fla. 4th 2009).
- b) *Gardner v. Wolfe and Goldstein*, 168 So. 3d 1045 (Fla. 4th 2015).

4. Mediation Authority:

- a) *Fla .R. Civ. P. 1.720 (b).*
- b) *Ins. Co. of North America v. Gaines*, 765 So. 2d 139 (Fla. 1st DCA 2000).
- c) *Alvarez v. Citizens Prop. Ins. Corp.*, 328 So.3d 61 (Fla. 3rd DCA 2021).

5. Arbitration:

- a) *Hernandez v. Crespo*, 211 So. 3d 19 (Fla. 2016) - agreement that changes statutory provisions or contravenes legislative intent.
- b) *UATP Management, LLC v. Barnes*, 320 So. 3d 851 (Fla. 2^d DCA 2021) - proper party who may elect arbitration on behalf of minors.
- c) *SHP IV of Harbor Island v. Boylan*, 273 So. 3d 249 (Fla. 5th DCA 2019) - waiver by participating in merits discovery.
- d) *AIRBNB, Inc. v. Doe, et. al.*, 336 So.3d 698 (Fla. 2022) - clear intent requirement as to whether arbitrator or trial court decides arbitrability.
- e) *Deweese v. Johnson, et.al.*, 329 So.3d 765 (Fla. 4th DCA 2021) - nexus requirement between claim and agreement containing arbitration clause.
- f) *Gambrel v. Sampson*, 339 So.3d 114 (Fla. 2^d DCA 2021) - requesting a trial *de novo* within 20 days of the entry of arbitration verdict under Rule 1.820.

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