



INTERNATIONAL DISPUTE RESOLUTION SPECIALTY GROUP

UNITED STATES/FLORIDA

QUESTIONNAIRE

The aim of this questionnaire is to provide a framework for each country representative to describe the process, procedure and any other relevant issues, involved in enforcing a foreign judgment in that country. The questionnaire deals with both enforcement of judgments and arbitral awards.

In the event that there are further issues not covered by the questions below that should be considered by a party attempting to enforce a foreign judgment in a particular country, please include an appropriate question and answer, which deals with this issue.

PART I: ENFORCEMENT OF FOREIGN JUDGMENT

Enforcement

1. What procedures exist for recognition and enforcement of foreign judgments pursuant to conventions?

Foreign judgments may be recognized and enforced by procedures set out in the Florida Statutes or by a common law action for recognition, applying principles of comity.

2. What procedures exist for recognition and enforcement of foreign judgments pursuant to statute or common law?

Foreign country money judgments are recognized pursuant to procedures outlined in the Uniform Out-of-country Foreign Money-Judgment Recognition Act, Florida Statutes §§ 55.601-55.607. Principles of comity apply to recognition of other types of judgments and decrees. These principles require that the judgment be final and enforceable in the

jurisdiction where it was rendered, that the court in the foreign jurisdiction have had personal jurisdiction over the party against whom the judgment or decree is to be enforced, that the foreign jurisdiction's judicial procedures comport with the due process requirements of the U.S. Constitution and Florida law, and that the judgment not be repugnant to Florida public policy.

3. Are there any practical problems or special time factors that a party seeking to enforce a foreign judgment should bear in mind?

Statutes of limitation for enforceability of the judgment in the foreign jurisdiction may limit domestication and enforceability of the foreign judgment in Florida. The party domesticating the foreign judgment will be required to give notice to the defendant, and there are time limits within which this must be accomplished or the action will be subject to dismissal.

4. What are the time limits for bringing civil claims?

The Florida statute of limitations for bringing an action on a written contract is five years. The default statute of limitations, which applies to actions on verbal agreements, negligence actions and other tort claims, and most civil causes of action is four years. A professional negligence claim is two years.

5. Are court proceedings confidential or public?

Court proceedings are public, and the docket is available online in most jurisdictions.

6. How are civil proceedings commenced?

In the case of a money judgment, all that is required under the Uniform Out-of-country Foreign Money-Judgment Recognition Act is recording of a certified or legalized copy of the judgment. Notice is then given by the court or by the enforcing party to the

defendant, who then has 30 days in which to challenge the domestication of the foreign judgment. Grounds for non-recognition are limited by statute, so that the merits may not be re-litigated.

7. What interim remedies are available?

In the case of a money judgment, it is not enforceable until domesticated. In the case of a final order for injunctive or other equitable relief, the court may grant interim relief, in its discretion, upon terms which may include posting of bond,.

8. Does the court have power to order costs or to order security for costs?

Taxable out-of-pocket costs of enforcing the judgment may be recovered, but do not include attorney's fees unless the judgment provides for recovery of such fees.

9. If a contract has some connection with your jurisdiction, are there mandatory laws under the local law that would apply to the contract irrespective of the parties choice of law in the contract?

A choice of law provision in a contract is normally enforceable under general contract principles. If the contract is deemed repugnant to Florida public policy, it may not be enforceable despite the parties' choice of law provisions. Examples of unenforceable contracts would be contracts for sales or services banned under domestic law.

Part II: ENFORCEMENT OF ARBITRAL AWARDS

10. What procedures exist for enforcement of foreign awards?

Both federal law and Florida law contain procedures for enforcement of foreign awards.

Under both systems, the award is recognized through a confirmation process, and after recognition given the same effect as a domestic court judgment.

11. Is your country party to the New York Convention, Washington Convention and/or Geneva Convention?

The United States is party to the New York Convention and the Washington Convention, but not the Geneva Convention.

12. Is the arbitration law based on the UNCITRAL Model Law?

No. Neither the Federal Arbitration Act nor the Florida International Arbitration Act are based on the UNCITRAL Model Law.

13. Are there arbitration awards which will not be enforced due to the subject matter of the dispute?

The public policy exception of Section (5)(2)(b) of the New York Convention is applicable in Florida by virtue of the ratification of the Convention by the United States and related federal statutes.

Part III: SPECIFIC FEATURES

14. Are there any specific features of the dispute resolution system not addressed in any of the previous questions?

No.