



MATTHEW J. MEYER

PARTNER

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Matthew J. Meyer is a partner in the Tampa office of Shutts & Bowen LLP, where he is a member of the Business Litigation Practice Group. Matt is an accomplished litigator, experienced in complex commercial, business, employment, franchise and construction related disputes.

He assists businesses in Florida and beyond through legal challenges and disputes. Practicing in state and federal courts, as well as before arbitration panels, Matt represents large and mid-sized companies, small businesses and entrepreneurs.

Matt's business litigation experience includes matters related to shareholder and contract disputes, director and officer liability claims, fraud, tortious interference and other business tort claims, with additional experience in employment contract disputes, such as the enforcement of non-competition agreements. In the real estate sector, Matt has handled litigation involving contract disputes, fraud claims, the enforcement of restrictive covenants, broker claims, and the prosecution and defense of lien and foreclosure claims. His experience with franchise litigation includes claims alleging franchise law violations, the breach of confidentiality and non-competition covenants, and alleged trademark and copyright violations. Matt's construction litigation experience runs the gamut from defect and delay claims to disputes involving lien foreclosure, contracts, warranties, and personal injury.

Matt holds a J.D. from Washington University in St. Louis, is a graduate of Bradley University, and clerked for U.S. Senator Connie Mack in Washington, D.C. Among his community involvements, Matt has served on the J. Clifford Cheatwood American Inn of Court as well as the Board of Fellows for the University of Tampa and the Franchise and Construction Services sections of the American Bar Association.

Practice Areas

Litigation

Real Estate

Matthew J. Meyer

Construction

Community Associations

Industry Focus

Construction

Real Estate

Accolades

- Florida Trend Legal Elite, Commercial Litigation (2018 and 2021)
- Best Lawyers in America®, Commercial Litigation (2021 and 2022)

Education

- Washington University in St. Louis School of Law, J.D., 1997
- Bradley University, B.S., Business Administration, *with honors*, 1994

Bar Admissions

Florida

Court Admissions

- United States District Court for the Middle District of Florida
- United States District Court for the Southern District of Florida
- United States District Court for the Northern District of Florida
- U.S. Court of Appeals for the Eleventh Circuit

Professional and Civic

- The Florida Bar
- Hillsborough County Bar Association
- Clifford Cheatwood American Inn of Court, Barrister
- American Bar Association, Franchise and Construction Sections
- Board of Fellows, University of Tampa

Presentations

- “When, Where and How to Enforce Non-Competition and Confidentiality Agreements Against Former Employees: Practical Considerations and Best Practices,” Hillsborough County Bar Association, Corporate Counsel Section (March 25, 2016)

Select Decisions

- *EBSCO Gulf Coast Development, Inc. v. Camilo K. Salas, III, as Trustee*, Case No. 3:15-CV-586 (N.D. Fla. Aug. 1, 2018) - (granting in part Motion for Summary Judgment regarding enforceability of repurchase rights and liquidated damages provisions in real estate sales contract and community’s governing documents related to buyer’s failure to timely commence construction of residence).
- *EBSCO Gulf Coast Development, Inc. v. Tennant Land LLC*, Case No. 3:16-CV-153, 2017 WL 6947784 (N.D. Fla. Sept. 21, 2017) - (granting in part Motion for Summary Judgment regarding enforceability of liquidated damages provision in real estate sales contract based upon buyer’s failure to timely complete construction of residence)
- *Christian Tennant Custom Homes of Florida, Inc. v. EBSCO Gulf Coast Development, Inc., et al*, Case No. 3:15-CV-585, 2017 WL 4102458 (N.D. Fla. Sept. 15, 2017) - (granting in part Motion for Summary Judgment regarding claims for tortious interference, breach of contract, breach of implied contract, and promissory estoppel)
- *Willis of Florida, Inc. v. Alliant Insurance Services, Inc., et al.*, Case No. 16-CA-007824 (Thirteenth Judicial Circuit Court, Hillsborough County, Florida, Sept. 21, 2016) - (granting in part Motion for Temporary Injunction against former employee and his new employer regarding violation of non-competition agreement)
- *DeSilva v. First Community Bank of America*, 42 So. 3d 285 (Fla. 2d DCA 2010) - (reversal of appointment of receivership in mortgage foreclosure litigation)
- *City of St. Petersburg v. Total Containment, Inc.*, 265 F.R.D. 630 (S.D. Fla. 2010) - (denying motion for class certification in product liability action)
- *Reddick v. Rosemary Beach Land Co.*, 9 So. 3d 621 (Fla. 1st DCA 2009) - (per curiam affirmation of jury verdict in real estate development litigation)
- *St. Fleurose v. Worldwide Dedicated Services, Inc.*, 2007 WL 4287614 (M.D. Fla. 2007) - (setting aside recommendation of Magistrate and precluding plaintiff’s use of expert witnesses in personal injury action)
- *Sandpiper Development and Construction, Inc. v. Rosemary Beach Land Co.*, 907 So. 2d 684 (Fla. 1st DCA 2005) - (affirmation of summary judgment in real estate litigation)
- *McIntosh Land Co. v. Fairfield Fletcher Ltd. Partnership*, 2005 WL 2656577 (M.D. Fla. 2005) - (granting, in part, motion for summary judgment in real estate sale litigation)

- *Mivan (Florida), Inc. v. Metric Constructors, Inc.*, 857 So. 2d 901 (Fla. 5th DCA 2003) - (reversal of summary judgment in construction litigation)

Publications

- Co-Author, *"They Are Violating the Preliminary Injunction, What Now?"* The American Bar Association's Winter 2015 Edition of The Franchise Lawyer
- *"Want to Avoid Paying Rule 41(d) Costs? Then Re-File in State Instead of Federal Court"*
- *"A Managing Agent's Malicious Actions Can Subject The Company To Punitive Damages. But What Does "Managing Agent" Really Mean?"*
- *"Can A Third-Party Successfully Sue You For Failing To Provide Service Beyond The Scope Of Your Contract?"*
- *"No Discovery Allowed Of Special Litigation Committee Regarding Its Evaluation Of Proposed Derivative Claims"*
- *"Procuring Cause Doctrine Does Not Override Express Contract Terms"*
- *"Thou Shalt Presume Irreparable Harm (when construing non-compete agreements)"*
- *"Your Neighbor Is Violating A City Ordinance, But The City Disagrees. Can You Sue The City? No. Can You Sue The Neighbor? Maybe, Says A Florida Appellate Court"*
- *"Do I Need To Follow The Ancient Rules Of Authentication To Use A Google Maps Image As Evidence During My Trial? Yes, Says Florida Appellate Court"*
- *"Do False Statements About A Former Employee During A Bank's Board Of Directors Meeting Constitute Defamation? No, Says A Florida Appellate Court"*
- *"Florida Real Estate Law: Is "Adverse Possession" Sufficiently "Hostile" If The Possession Is Permitted Because Nobody Realizes That It's Wrong?"*
- *"When Is A Ladder Actually A House? When You Apply Florida's Construction Statute Of Repose To A Personal Injury Claim"*
- *"What Apex Doctrine? Florida Appellate Court Explains That Doctrine Applies Only To Government Executives"*
- *"When Is A "Parking Garage" Not A "Garage" Or "Parking Lot"? When The Term Is Used In A Florida Restrictive Covenant"*
- *"Be Careful! That Arbitration Agreement Might Waive Your Personal Jurisdiction Defense In Florida"*
- *"Does A Contract Provision That Precludes The Recovery Of Any Damages Render The Entire Contract Illusory? The Eleventh Circuit Court Of Appeal Has Asked The Florida Supreme Court To Decide"*
- *"Solidifying Liquidated Damages With Specific Performance"*
- *"Florida Court of Appeal Affirms Trial Court Judgment Awarding \$9.6 Million in Favor of Condominium Association against Developer and General Contractor for Construction Defects"*

- *"Florida Supreme Court Rejects Daubert Standard For Review Of Expert Testimony"*
- *"Florida Non-Competes: State Supreme Court Holds That Home Health Service Referral Sources May Be Protected Business Interests"*
- *"Florida Non-Competes: Appellate Court Overturns Trial Court's Denial of Preliminary Injunction Because Trial Court Failed to Properly Apply Rebuttable Presumption of Irreparable Harm"*
- *"Broker Listing Agreement That References Retained Deposits Construed By Florida Appellate Court As "Fund" From Which Broker Fees Should Have Been Paid"*
- *"Does Your Settlement Agreement Allow for the Automatic Entry of Final Judgement Upon Default?"*
- *"Florida Appellate Court Provides rare Affirmance of Summary Judgement in Negligence Case"*
- *"Florida Court Of Appeal Applies Statute Of Repose To Construction Defect Claim"*
- *"Florida Class Actions: Can a Defendant "Pick Off" and Thereby Moot a Plaintiff's Class Action Claims?"*
- *"What's an "Ostentatious" Outdoor Light System? Florida District Court of Appeal Says the Homeowners' Association May Objectively Answer That Question"*
- *"Arbitration Provisions: The Importance Of Drafting Broad Language"*
- *"Cyber Piracy: Protecting Yourself Before It's Too Late"*
- *"Florida District Court of Appeal Determines Real Estate Broker Abandoned Commission Agreement"*
- *"Florida LLCs: When Can One Member Directly Sue Another?"*
- *"Florida's New Data Breach Law Heightens Reporting Duties"*
- *"Florida District Court of Appeal Declines to Enforce Venue Selection Provision of Contract"*
- *"Florida District Court of Appeal Requires Evidentiary Hearing to Determine Amount of Bond for Injunction Enforcing Non-Compete Agreement"*
- *"Navigating and Surviving the Mortgage Crisis"*
- *"Alternative Fee Arrangements Effective & Efficient"*