

BARBARA LAGOA AND BUSINESS INTERESTS

Highlights:

- Barbara Lagoa was aggressively pro-big business while serving as a judge.
 - In 2019, Lagoa sided with Miami businesses and ruled against raising the minimum wage.
 - In February 2017, Lagoa sided with Uber and determined the drivers were independent contractors and therefore not eligible for unemployment.
 - Lagoa was part of the majority that reversed jury damages of over \$500,000 awarded to an employee that accused their employer of being fired in retaliation for a worker's compensation claim.
 - Lagoa was part of the majority ruled that reversed damages owed to an employee after they accused their employers of using racist language.
 - Lagoa reversed a ruling that allowed Floridians to recover fees charged to them by banks who improperly tried to foreclose on their homes.
 - Lagoa was part of the majority that ruled in favor of allowing an insurance company to retroactively cancel a customer's insurance after medical expenses were incurred from an auto accident.

Lagoa Was Aggressively Anti-Worker On The Bench

2019: LAGOA RULED AGAINST ALLOWING MIAMI TO SET ITS MINIMUM WAGE HIGHER THAN THE REST OF THE STATE

2016: Miami Leaders Voted To Approve A Higher Minimum Wage Than The State

2016: Miami Leaders Voted To Approve A Minimum Wage Higher Than The State. According to WSUF, "Miami Beach leaders voted two years ago to approve a higher minimum wage than the state. [...] A circuit judge overturned the city's ordinance, and an appeals court agreed the state's preemption law does not allow the city to set its own minimum wage." [WSUF, [9/17/18](#)]

2017: A Florida Appeals Court Denied Miami Beach The Right To Make Their Own Minimum Wage

2017: A Florida Appeals Ruled That Miami Could Not Institute Their Own Minimum Wage. According to the News Service of Florida, "In a win for business groups, a South Florida appeals court Wednesday said state law prevents Miami Beach from moving forward with a local minimum wage. A panel of the 3rd District Court of Appeal upheld a circuit judge's ruling against the city minimum wage, which was expected to take effect in 2018." [News Service of Florida, [12/14/17](#)]

2018: The Florida Supreme Court Was Considering A Case That Would Allow Miami To Set Their Own Minimum Wage

2018: The Florida Supreme Court Was Considering A Case That Would Determine If Miami Was Allowed To Set Their Own Minimum Wage. According to WUSF, "Last year, the high court agreed to consider whether the city should be allowed to set its own minimum wage. Now, with three new justices on the bench, the court has decided not to hear the case. That means the lower court ruling against the city stands." [WUSF, [2/5/19](#)]

2019: Lagoa And The Newly Appointed Justices To The Florida Supreme Court Refused To Consider The Case

2019: The Florida Supreme Court Refused To Consider An Appeal In A Miami Beach Minimum Wage Lawsuit. According to the Miami Herald, "In the first major demonstration of an ideological shift on the revamped Florida Supreme Court, justices Tuesday refused to consider an appeal in a Miami Beach minimum-wage lawsuit that a former liberal-leaning majority of the court had scheduled to hear next month." [Miami Herald, [2/5/19](#)]

Lagoa Sided With The Businesses Challenging The Increased Minimum Wage. According to Reuters, “While on the Florida Supreme Court in 2019, Lagoa sided with business groups challenging a decision by the city of Miami Beach to raise its minimum wage.” [Reuters, [9/21/20](#)]

FEBRUARY 2017: LAGOA RULED UBER DRIVERS WERE INDEPENDENT CONTRACTORS AND NOT ELIGIBLE FOR UNEMPLOYMENT

February 2017: The Florida Appeals Court Upheld A Decision By Governor Rick Scott That Uber Drivers Were Independent Contractors And Not Eligible For Unemployment. According to the News Service of Florida, “Siding with the San Francisco-based technology giant, a Florida appeals court upheld a decision by Gov. Rick Scott's administration that Uber drivers are independent contractors — not employees — and therefore not eligible for unemployment benefits. [News Service of Florida, [2/2/17](#)]

Lagoa Was Part Of The Majority That Ruled In Uber's Favor. According to the News Service of Florida, “Uber, which hooks up drivers and riders through a smart-phone app, requires drivers to sign a contract outlining the terms and conditions of its software platform and informing drivers that they serve as independent contractors, not employees, Judge Thomas Logue wrote in a 14-page opinion joined by judges Barbara Lagoa and Vance Salter.” [News Service of Florida, [2/2/17](#)]

JULY 2016: LAGOA RULED AGAINST WORKERS RECEIVING DAMAGES IN CATERPILLAR LOGISTICS SERVICES, INC. V. AMAYA

July 2016: Caterpillar Logistics Appealed A Claim That They Retaliated Against A Worker For Filing A Workers Compensation Claim. According to Caterpillar Logistics Services, Inc. V. Amaya via Justia, “Caterpillar Logistics Services, Inc. (‘Caterpillar’), appeals a final judgment entered in favor of Rudolf Amaya following a jury’s verdict awarding Amaya back pay and front pay on his claim that Caterpillar unlawfully retaliated against him for filing a workers’ compensation claim in violation of section 440.205, Florida Statutes (2008) (‘retaliation claim’). Because the record demonstrates that Amaya was not physically able to work prior to and after Caterpillar’s alleged retaliation, and as such, Caterpillar’s retaliation did not cause Amaya any economic damages, we reverse the final judgment and remand with directions to enter judgment in favor of Caterpillar.” [Justia, Caterpillar Logistics Services, Inc. V. Amaya, Accessed [6/24/24](#)]

Amaya Was Initially Awarded Over \$570,000 From Caterpillar Logistics

A Final Judgment Was Originally Awarded In Favor Of Amaya In The Amount Of \$571,883.64. According to Caterpillar Logistic Services, Inc. V Amaya and the Florida Third District Court of Appeals via Google Scholar, “Caterpillar filed several post-trial motions, including a motion for judgment in accordance with its motion for a directed verdict (‘JNOV motion’) on Amaya's retaliation claim and a motion for setoff. The trial court denied Caterpillar's JNOV motion as to the retaliation claim but granted the motion for setoff by reducing the back pay award by all amounts Amaya received from his workers' compensation carrier. Thereafter, the trial court entered a final judgment in favor of Amaya and against Caterpillar in the amount of \$571,883.64. Caterpillar's appeal followed.” [Caterpillar Logistics Services v. Amaya, 201 so. 3d 173 via Google Scholar, Accessed [6/24/24](#)]

July 2016: Lagoa And The Panel Ruled In Caterpillar's Favor And Reversed Amaya's Financial Judgment

July 2016: Lagoa Was Part Of The Majority That Ruled In Favor Of Caterpillar And Removed Amaya's Monetary Compensation. According to Caterpillar Logistics Services, Inc. V. Amaya via Justia, “Because Amaya was unable to demonstrate that Caterpillar’s retaliation was the ‘but for’ cause of either his lost wages before trial or in the future, we are compelled to reverse the final judgment as Amaya is not entitled to an award of back pay or front pay as a matter of law. Based on our disposition of the above issue, we do not address the remaining issues raised by Caterpillar, and we reverse the final judgment taxing costs against Caterpillar. Reversed and remanded for entry of final judgment in Caterpillar’s favor.” [Justia, Caterpillar Logistics Services, Inc. V. Amaya, Accessed [6/24/24](#)]

DECEMBER 2017: LAGOA REVERSED DAMAGES AWARDED TO AN EMPLOYEE WHO WAS FIRED AFTER REPORTING RACIST COMMENTS FROM THEIR SUPERVISOR

December 2017: Jackson Asserted He Was Fired By Kleen 1 After He Reported His Bosses Racist Behavior.

According to Jackson V. Kleen 1, Llc via Justia, “Jackson was employed by Kleen 1 for less than one week. A few days into his employment, Jackson alleges that his supervisor made several discriminatory racial comments toward him, and when Jackson later reported this behavior to Kleen 1’s vice president, he was fired. Jackson also contends that while working for Kleen 1, he was given a disproportionate amount of duties compared to other non-black or non-Jamaican employees.” [Jackson V. Kleen 1, Llc via Justia, [12/20/17](#)]

Jackson Was Initially Awarded \$8,500 In Damages

Jackson Was Initially Awarded \$8,500 In Damages From Kleen 1 For Emotional Pain And Anguish. According to Jackson V. Kleen 1, Llc via Justia, “At the close of Jackson’s case, Kleen 1 moved for a directed verdict, asserting Jackson had failed to present sufficient evidence to establish a prima facie case. The court reserved ruling on the motion. Thereafter, the jury returned a verdict, finding in favor of Kleen 1 on the racial and national origin discrimination claims (Counts I and II), but found in favor of Jackson on his retaliatory discharge claim (Count III). The jury awarded no damages to Jackson for lost wages, but awarded him \$8,500 for emotional pain and mental anguish.” [Jackson V. Kleen 1, Llc via Justia, [12/20/17](#)]

Lagoa Was Part Of A Decision To Overturn Jackson’s Compensation Award

The Decision To Award Damages To Jackson Was Overturned. According to Jackson V. Kleen 1, Llc via Justia, “Accordingly, we reverse in part the trial court’s order granting motion for directed verdict, and final judgment entered thereon, with directions to enter an amended final judgment in accordance with the jury’s verdict on Count III— that Although Jackson did assert that he lost wages as a result of the retaliatory discharge, the jury awarded no damages to Jackson in that regard. Jackson proved that he engaged in protected activity and that Kleen 1 terminated Jackson’s employment because of his protected activity. We affirm the trial court’s order granting motion for directed verdict, and final judgment, insofar as it determined that the evidence at trial failed to support the jury’s award of damages. [Jackson V. Kleen 1, Llc via Justia, [12/20/17](#)]

Lagoa Was One Of The Judges That Heard The Appeal. According to Jackson V. Kleen 1, Llc via Justia, The Judges that overheard the appeal were: Rothenberg, Lagoa, and Emas. [Jackson V. Kleen 1, Llc via Justia, [12/20/17](#)]

LAGOA REVERSED A RULING THAT ALLOWED FLORIDIANS TO RECOVER FEES CHARGED TO THEM BY BANKS WHO IMPROPERLY TRIED TO FORECLOSE ON THEIR HOMES

January 2019: The Florida Supreme Court Ruled In Favor Of Homeowners Attempting To Recover Fees From Banks For Improper Foreclosures

January 2019: The Florida Supreme Court Issued A Decision That Made It Easier For Homeowners To Recover Legal From Banks That Tried To Improperly Foreclose On Their Homes. According to Reuters, “In January 2019, right before Lagoa joined the Florida Supreme Court, the court issued a decision that made it easier for homeowners to recover legal fees from banks that improperly tried to foreclose on their homes.” [Reuters, [9/21/20](#)]

March 2020: The Newly Appointed Lagoa Joined Her Colleagues In Reversing The Decision

March 2020: The Newly Installed Lagoa And Her Colleagues Reversed The Decision And Said The Court Never Had The Jurisdiction To Hear The Case. According to Reuters, “In a highly unusual turn of events, the court withdrew that decision three months later, after Lagoa and two other DeSantis-picked judges were installed. Lagoa joined colleagues in saying the court never had jurisdiction to hear the case in the first place.” [Reuters, [9/21/20](#)]

LAGOA SIDED WITH AN INSURANCE COMPANY'S REFUSAL TO PAY MEDICAL DAMAGES BECAUSE THE INJURED DID NOT LIST HIS BROTHER AS A MEMBER OF HIS HOUSEHOLD

United Insurance Cancelled Oscar Salgado's Insurance For Not Listing His Brother As A Member Of His Household On His Application After Medical Expenses Were Incurred From An Auto Accident

United Insurance Refused To Reimburse Salgado For His Medical Expenses From The Car Accident Because He Did Not List His Brother As A Member Of His Household When He Applied For Insurance. According to United Automobile Insurance Company, v. Oscar Salgado via Google Scholar, During the policy's effective period, Salgado was injured in a car accident. After receiving treatment, Salgado submitted his medical expenses to United for reimbursement. After conducting an investigation, United determined that Salgado had failed to list his brother as a member of his household on his insurance application, and notified Salgado that, as a result of this material misrepresentation, his policy was cancelled as of its effective date." [United Automobile Insurance Company, v. Oscar Salgado via Google Scholar, No. 3D07-461, [8/5/09](#)]

Salgado's Case Was Heard By The Florida Trial Court And They Ruled In His Favor

The Trial Court Ruled In Salgado's Favor That He Was Indeed Covered By United Insurance At The Time Of The Accident. According to United Automobile Insurance Company, v. Oscar Salgado via Google Scholar, "The trial court further reasoned that, because section 627.736(9)(a), Florida Statutes (2003), mandated United to report cancellation or nonrenewal of PIP coverage to the Department of Highway Safety Motor Vehicles within forty-five days from the effective date of cancellation or non-renewal, United did not comply with the statute when it cancelled Salgado's policy retroactively to the date of inception. [...] The trial court, therefore, found that Salgado's policy was valid at the time of the accident on January 31, 2004." [United Automobile Insurance Company, v. Oscar Salgado via Google Scholar, No. 3D07-461, [8/5/09](#)]

United Insurance Appealed And Won Judgment From The Federal Appeals Court That Lagoa Was On

Lagoa Was Part Of The Majority That Ruled In Favor Of United Insurance And Allowed Them To Retroactively Cancel Salgado's Insurance. According to United Automobile Insurance Company, v. Oscar Salgado via Google Scholar, "In concluding that United's only remedy was to cancel the policy prospectively under section 627.728, the trial court and the circuit court appellate division in its affirmance departed from the essential requirements of the law. [...] Accordingly, we grant the writ, quash the opinion of the circuit court appellate division affirming the final declaratory decree entered in Salgado's favor, and remand with directions to enter judgment in favor of United." [United Automobile Insurance Company, v. Oscar Salgado via Google Scholar, No. 3D07-461, [8/5/09](#)]