



Will Grimsley

Partner

Contact

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Overview

Will Grimsley advises clients on a broad range of commercial real estate and financial services matters in state, federal, and appellate courts across Florida using creative, high-level strategies that advance clients' specific interests. He has vast experience handling commercial matters and other cases at the trial level and particularly enjoys addressing nuanced legal points at issue in the appeals context. He has also notably argued before the Florida Supreme Court.

In his commercial real estate practice, Will represents commercial landlords, general contractors, and other industry members in construction contract disputes, leasing and landlord-tenant disputes, property insurance claims, title insurance claims, and other related disputes, as well as unique retail matters. He also represents financial services institutions in litigating consumer protection statutes, collections, bankruptcy actions involving mortgage and automobile lenders and credit card companies, foreclosures, financial restructuring, and commercial loan workouts.

Education

- Florida Coastal School of Law, 2010 (J.D.), *cum laude*
- Clemson University, 1998 (B.A.)

Bar Admissions

- Florida

Court Admissions

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

Distinctions

- *Best Lawyers in America*, Commercial Litigation, 2023-present
- *Florida Super Lawyers*, Rising Stars, Business Litigation, 2018-2020

Memberships

- The Florida Bar
- Jacksonville Bar Association
- American Bankruptcy Institute
- American Bar Association, Business Law Section
- North Florida Banking and Finance Group

Presentations and Publications

- "Developing Jurisprudence on Statutes of Limitation in New York, California, and Florida, and Impact on Mortgage Litigation," 16th Annual Consumer Finance Legal Conference, New Orleans, Louisiana, October 2017

Related Experience

- Reversed an award of attorney's fees to a defendant, finding a third-party purchaser of property did not assume the borrower's obligations under the mortgage through a bankruptcy trustee's deed and therefore could not obtain fees against the bank pursuant to the mortgage.
- Reversed an involuntary dismissal where the trial court struck the bank's witness due to lack of a power of attorney in evidence showing the witness had authority to testify.
- In deciding an issue of first impression and reversing an involuntary dismissal, the court held that a borrower could waive affirmative defenses through answers to interrogatories.
- Reversed an involuntary dismissal, (i) rejecting the argument that a subsequent foreclosure action must be predicated on a default date that post-dates the dismissal of prior foreclosure action; (ii) rejecting the argument that a borrower can start making normal monthly payments following dismissal of a foreclosure without curing the past due amounts; and (iii) demonstrating support for the trial court's finding that any claim of prejudice due to a discrepancy in a default letter was negated by the failure of the borrower to contact the loan servicer.
- Reversed a judgment for defendant based on the unclean hands doctrine, holding that alleged conduct with respect to a second mortgage owned by the plaintiff could not serve as a basis for application of the unclean hands doctrine as to the plaintiff's first mortgage.