SIXTH DISTRICT COURT OF APPEAL
STATE OF FLORIDA

Case No. 6D2025-0917
Lower Tribunal No. 2023-CA-011015

SUSAN REED and KENT LONNGREN,

Appellants,

v.

CITIZENS PROPERTY INSURANCE CORPORATION,

Appellee.

Appeal from the Circuit Court for Lee County.
Kyle Cohen, Judge.

October 16, 2026

STARGEL, J.

Appellants, Susan Reed and Kent Lonngren, challenge the entry of final summary judgment in favor of Appellee, Citizens Property Insurance Corporation. Appellants argue that Citizens' payment of an appraisal award constituted a confession of judgment, entitling them to summary judgment in their favor, prejudgment interest, and attorney's fees. As discussed below, the trial court correctly declined to apply the confession of judgment doctrine in this "race to the

courthouse." Accordingly, we affirm the entry of summary judgment in Citizens' favor.[1]

Background

On October 4, 2022, Appellants reported a claim to Citizens for damage to their home caused by Hurricane Ian. Citizens accepted coverage and issued a payment of $11,101.19. Appellants later submitted their own estimate of repairs totaling $157,727.00. Over the following months, Citizens conducted an additional investigation that included reinspecting Appellants' property, reissuing the prior payment at Appellants' request, and issuing additional payments. The last of these payments was sent on June 1, 2023. Eight days later, Appellants filed a notice of intent to litigate. Citizens promptly invoked appraisal under the policy and sent correspondence naming its appraiser. Appellants named their appraiser, and the process continued until the parties reached an impasse on the selection of a neutral umpire.[2]

[1] We reject the remainder of Appellants' arguments without further discussion.

[2] The policy's appraisal provision provides that each party will choose a competent appraiser within twenty days of receiving the demand for appraisal and that the appraisers will separately set the amount of loss. If the appraisers do not agree on the amount of loss, the two appraisers will choose a competent and impartial umpire, and a decision agreed to by any two of the three will set the amount of loss. If the appraisers cannot agree on an umpire within fifteen days, either party may request the choice be made by a judge in the county where the property is located.

On September 26, 2023, before appraisal was completed, Appellants sued Citizens for breach of contract. The complaint alleged that Citizens failed to complete the appraisal process within the ninety-day period set forth in section 627.70152(4)(b), Florida Statutes (2023). Citizens moved to stay and compel appraisal and filed the affidavit of its corporate representative stating that Appellants' appraiser was unwilling to agree to the selection of any umpires other than the ones he wanted. The trial court granted Citizens' motion and ordered the parties to attempt to agree on an umpire or the court would select one from the parties' combined list. The parties agreed to an umpire, who issued an appraisal award in favor of Appellants. Citizens then paid the award within sixty days as required by the policy.

On July 12, 2024, Citizens moved for summary judgment, arguing that Appellants' claim was resolved as prescribed in the policy and that the matter would have been resolved without litigation had Appellants simply participated in appraisal. Appellants also moved for summary judgment, arguing that Citizens' payment of the appraisal award constituted a confession of judgment entitling them to recover prejudgment interest and attorney's fees.

After a hearing, the trial court entered an order granting Citizens' motion, denying Appellants' motion, and entering final summary judgment in favor of Citizens. The trial court ruled that Citizens "cannot be found to have breached the

policy here as Citizens complied with the appraisal provisions and timely paid the appraisal award as set forth in the policy." The court further ruled that Appellants were not entitled to prejudgment interest and that Citizens did not confess judgment by paying the appraisal award. The trial court denied Appellants' motion for rehearing.

Analysis

We review the entry of summary judgment de novo. *Volusia County v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126, 130 (Fla. 2000). "Summary judgment is appropriate where 'there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.'" *Smith v. Babcock*, 365 So. 3d 510, 513 (Fla. 6th DCA 2023) (quoting Fla. R. Civ. P. 1.510(a)). Likewise, we review questions of statutory interpretation de novo. *Joerger v. Lake Alfred Place, LLC*, 398 So. 3d 464, 465 (Fla. 6th DCA 2024).

Recently, in *Letteri v. Safepoint Insurance Co.*, No. 6D2025-0045, 2026 WL 2965295 (Fla. 6th DCA Oct. 2, 2026), this Court ruled that the confession of judgment doctrine does not apply where the claims process has not broken down, the insured did not have to file suit to obtain a recovery, and the insured nonetheless races to the courthouse. Like this case, the insured in *Letteri* filed suit while appraisal was ongoing, and the insurer paid the eventual award within the time required by the policy. In concluding that the confession of judgment doctrine did

not apply, this Court explained, "[n]obody forced Letteri to sue to receive his benefits, and his lawsuit did not act as a necessary catalyst to resolve the dispute." *Id.* at *4. *Letteri* also rejected the argument, which Appellants also make here, that section 627.70152(4)(b) established a deadline to complete appraisal. *Id.* at *4[3]

Likewise, in this case, there was no breakdown in the claims adjusting process, and Appellants' lawsuit was not a necessary catalyst to resolve the dispute. The record demonstrates that Citizens quickly accepted coverage and issued payment, conducted an additional investigation, issued additional payments, promptly demanded appraisal upon receiving the notice of intent, and timely paid the resulting award. Based on *Letteri*, we conclude that the trial court correctly declined to apply the confession of judgment doctrine. *See also, e.g.*, *Valdivieso v. Citizens Prop. Ins. Corp.*, 388 So. 3d 1004, 1008 (Fla. 3d DCA 2024) (declining to apply confession of judgment doctrine where "there was no breakdown in the claims process that served as the catalyst for Insureds' filing their lawsuit, and . . . Citizens

[3] As this Court explained, while section 627.70152(4)(b) permits an insured to sue when appraisal has not concluded within ninety days, this deadline does not "constitute a deadline for an appraisal's completion." *Letteri*, 2026 WL 2965295, at *4; *see also* § 627.70152(4)(b) ("If the appraisal or alternative dispute resolution has not been concluded within 90 days after the expiration of the 10-day notice of intent to initiate litigation specified in subsection (3), the claimant or claimant's attorney *may* immediately file suit without providing the insurer additional notice." (emphasis added)).

timely complied with the policy's appraisal clause and made a loss payment per the policy's terms").

AFFIRMED.

MIZE and GANNAM, JJ., concur.

Michael A. Cassel, of Cassel Law, P.A., Hollywood, for Appellants.

Joye B. Walford, C. Ryan Jones, and David T. Burr, of Traub Lieberman Straus & Shrewsberry, LLP, St. Petersburg, for Appellee.

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF TIMELY FILED