DISTRICT COURT OF APPEAL OF FLORIDA
SECOND DISTRICT

TIMOTHY KOPPERT, as personal representative of the Estate of Eldon Koppert, deceased,

Appellant,

v.

HOMEOWNERS CHOICE PROPERTY & CASUALTY INSURANCE COMPANY,

Appellee.

Nos. 2D2025-0106, 2D2025-0124, 2D2025-0125
CONSOLIDATED

November 13, 2026

Appeal from the Circuit Court for Sarasota County; Hunter W. Carroll, Judge.

Nicholas A. Shannin and Carol B. Shannin of Shannin Law Firm, P.A., Orlando; and Jason A. Herman of Herman & Wells, P.A., Pinellas Park, for Appellant.

Andrew A. Labbe and Joseph A. Matera of Salmon, Salmon, Labbe & Dehne, P.A., Tampa, for Appellee.

SILBERMAN, Judge.

Timothy Koppert, as personal representative of the Estate of Eldon Koppert, appeals final judgments entered in favor of Homeowners Choice Property & Casualty Insurance Company in three separate circuit court

cases.[1] Following nonbinding arbitration in all three cases, the trial court found that Mr. Koppert's request for a trial was untimely and entered a judgment in conformance with the arbitration decision. We conclude that Mr. Koppert was not properly served with the arbitrator's decision, and after he received a copy of the decision from opposing counsel, he timely filed his request for a trial. Therefore, the trial court erred in entering final judgment in favor of Homeowners Choice, and we reverse.

In case number 2020-CA-003202 (2D2025-0106), Mr. Koppert filed a breach of contract complaint against his insurer, Homeowners Choice, after a coverage dispute arose regarding hurricane damage to his home. In case number 2022-CA-004237 (2D2025-0125), he filed a negligence action, alleging that Homeowners Choice failed to properly reattach plastic tarp on his roof after the company inspected the property. In case number 2023-CA-001108 (2D2025-0124), Mr. Koppert filed a second breach of contract complaint against Homeowners Choice after his home suffered additional damage from a second hurricane.

The cases proceeded to nonbinding arbitration, and the arbitrator found in favor of Homeowners Choice. The arbitration decision was emailed to the parties on September 16, 2024, as an attachment to the arbitrator's billing invoice. Under Florida Rule of Civil Procedure 1.820(h), Mr. Koppert could reject the decision by filing his request for trial within twenty days of service of the arbitrator's decision. Homeowners Choice filed its motion for judgment in conformance with the arbitration decision on October 14, attaching a copy of the decision

[1] Eldon Koppert passed away while this appeal was pending, and Timothy Koppert, as personal representative of the Estate of Eldon Koppert, was substituted as the appellant. All references to proceedings in the trial court are to Eldon Koppert.

to its motion. After receiving Homeowners Choice's motion and the attached arbitration decision, Mr. Koppert filed a demand for trial de novo on October 14. The trial court ruled that Koppert's demand was untimely because he was required to file it by October 7. The court granted Homeowners Choice's request for a judgment in conformance with the arbitration decision and entered a final judgment in favor of Homeowners Choice. Mr. Koppert argues, and we agree, that his demand for a trial de novo was timely because he was never properly served with the arbitration decision and was not aware of the decision until Homeowners Choice filed its motion for judgment in accordance with the decision on October 14.[2]

The arbitrator sent an email to the parties with the following subject line: "New Invoice from Nicholas Mediation – Invoice 2024.0565P Case: Koppert v. Homeowners Choice." The email was sent from "quickbooks@notification[]," and the first items displayed in the email were the text, "INVOICE 2024.0565P DETAILS," the mediation firm logo, the invoice amount, a "Review and pay" button to make a payment, and the statement that it was "Powered by QuickBooks." The first sentence of the email noted that the arbitration order was attached, stating, "Attached please find your pro-rata share of Mediation and/or Arbitration, including all related services, as well as the Arbitration Order and a copy of our firm's W9." Counsel for Mr. Koppert testified that he thought the email "was simply an invoice for services as it was only a few days after the arbitration, so I forwarded the e-mail to our internal case

[2] Because we conclude that Mr. Koppert's request for a trial was timely, we do not address his argument pertaining to excusable neglect or his argument that any delay was excused by hurricane-related administrative orders.

management system to instruct the board bookkeeping to timely pay the invoice."

This case presents a novel issue involving what type of notice a party must receive of an arbitration decision, following nonbinding arbitration, before a court can enforce that decision against the party.

We first examine the procedures for nonbinding arbitration outlined in Florida Rule of Civil Procedure 1.820. If a party rejects an arbitrator's decision, they must file a notice of such rejection and a request for trial "within 20 days of service of the arbitrator('s)(s') written decision." Fla. R. Civ. P. 1.820(h) (emphasis added).

> If a notice of rejection of the arbitration decision and request for trial is not made within 20 days of service on the parties of the decision, the decision must be referred to the presiding judge, who must enter such orders and judgments as may be required to carry out the terms of the decision as provided by section 44.103(5), Florida Statutes.

Id. (emphasis added).

Because rule 1.820(h) requires service of the arbitration decision, we turn to Florida Rule of Civil Procedure 1.080, which prescribes the service of pleadings, orders, and other documents. Pursuant to rule 1.080(a), "all orders[] and every other document filed or required by statute or rule to be served in the action must be served in conformity with the requirements of Florida Rule of General Practice and Judicial Administration 2.516."[3] The arbitration decision in the present case was not served in conformity with rule 2.516.

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[3] Rule 1.080(a) has recently been amended and now provides that "all orders[] and every other document filed with the court or required by statute or rule to be served in the action must be served in conformity with the requirements of Florida Rule of General Practice and Judicial Administration 2.516." *In re Amends. to Fla. Rules of Civ. Proc. 1.080, 1.090, & 1.490*, 51 Fla. L. Weekly S269, S269 (Fla. Sept. 3, 2026).

Rule 2.516(b)(2)(B)(i) states that "if the document will be electronically served but not filed, service must be made by attaching the document in PDF format to an e-mail message and transmitting it to the recipient's e-mail address(es)." This much was done. However, rule 2.516(b)(2)(C) describes the required format for email service as follows:

> The title of the e-mail message serving a document must begin with "SERVICE OF COURT DOCUMENT" and be followed by the case number and a reasonable abbreviation of the style of the case. The body of the e-mail message must contain the style of the case, the title of the document, and the name and telephone number of the person serving the document. Service by e-mail is complete when sent.

Here, the arbitrator's email to the parties did not comply with rule 2.516(b)(2)(C) because the title of the e-mail did not begin with "SERVICE OF COURT DOCUMENT" but instead stated, "New Invoice from Nicholas Mediation – Invoice 2024.0565P Case: Koppert v. Homeowners Choice." We therefore agree with Mr. Koppert that the arbitrator's email was not served in compliance with Florida Rule of Civil Procedure 1.080 and Florida Rule of General Practice and Judicial Administration 2.516.

Homeowners Choice contends that the arbitrator's decision did not have to be served on the parties in conformance with rule 2.516(b)(2)(C) because section 44.103(5), Florida Statutes (2024), only requires that an arbitrator's decision "be presented to the parties in writing." We do not find merit in this argument because rule 1.820(h) specifically requires that before an arbitration decision becomes final and binding on a party, the party is entitled to "*service* of the arbitrator['s] written decision." (Emphasis added.) Section 44.103(5) must be read in conjunction with rule 1.080(a) and rule 2.516(b)(2)(C). *See* § 44.103(1) ("Court-ordered, nonbinding arbitration shall be conducted according to the rules of practice and procedure adopted by the Supreme Court."); *see also City of*

Naples v. Wolff, 391 So. 3d 617, 619 (Fla. 6th DCA 2024) ("In establishing the deadline for a party to request a trial de novo after nonbinding arbitration, the legislature, in section 44.103(5), expressly deferred to the rules promulgated by the supreme court, which includes the Florida Rules of Civil Procedure."); *cf. Gambrel v. Sampson*, 330 So. 3d 114, 118 (Fla. 2d DCA 2021) ("The statute says what it says and so does the rule that implements its deadline. If a litigant fails to request a trial within twenty days of *service* of the arbitration award, the court 'shall' enter a judgment on that award." (emphasis added)).

Here, Mr. Koppert was not served with the arbitrator's decision in the required manner. Instead, he became aware of the decision when Homeowners Choice filed its motion for judgment in accordance with the decision, and the decision was attached to it. On that same day, Mr. Koppert filed his demand for trial. Under these circumstances, his demand was timely filed.

Accordingly, we reverse the final judgment entered in favor of Homeowners Choice and remand for further proceedings consistent with this opinion.

Reversed and remanded.

NORTHCUTT and LABRIT, JJ., Concur.

Opinion subject to revision prior to official publication.