

FIRST DISTRICT COURT OF APPEAL OF FLORIDA

Super Green Air Control, LLC a/a/o Karen Roshell v. Universal
Property and Casualty Insurance Company

No. 1D2024-3044 · No. 1D2024-3044 · Decided May 6, 2026

SUMMARY

The Florida First District Court of Appeal held that an insured homeowner’s assignment of benefits and related invoice satisfied the requirements of section 627.7152(2), Florida Statutes (2022). The court reversed the dismissal of Super Green Air Control’s claim against Universal Property and Casualty Insurance Company and remanded for further proceedings.

CASE DETAILS

COURT	First District Court of Appeal of Florida
WRITING FOR THE COURT	Kelsey, J.; Osterhaus, C.J.; Roberts, J.
JURISDICTION	Florida First District Court of Appeal
DECIDED	May 6, 2026
DOCKET	1D2024-3044
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a final order of the Escambia County Court dismissing the contractor's action seeking payment under an assignment of benefits.
STANDARD OF REVIEW	De novo. At the motion-to-dismiss stage, the court considered the four corners of the complaint and its attachments.
PRECEDENTIAL VALUE	Published Florida district court of appeal opinion
PARTIES	Super Green Air Control, LLC a/a/o Karen Roshell v. Universal Property and Casualty Insurance Company

TOPICS

- insurance coverage
- assignment and delegation
- statutory interpretation
- contract interpretation
- appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the homeowner's assignment of benefits and related invoice satisfied the written, itemized, per-unit cost-estimate requirements of section 627.7152(2)(a)1.4., Florida Statutes (2022).
2. Whether the assignment and invoice could be construed together in pari materia to determine statutory compliance.
3. Whether the absence of an express number of service units rendered the assignment invalid.

HOLDINGS

1. The assignment of benefits and related invoice satisfied section 627.7152's statutory requirements and were not invalid or unenforceable.
2. The invoice's descriptions of Protocol and Clearance services were legally sufficient under section 627.7152.
3. The absence of an express number of units did not invalidate the assignment because the record showed no evidence of multiple units at the insured's address and the documents clearly contemplated a single service.

KEY QUOTATIONS

“We find that the AOB satisfied the statute, and reverse and remand for further proceedings on the Contractor’s claim.”

“The documents adequately complied with the statutory requirements.”

FACTUAL BACKGROUND

The insured home sustained Hurricane Sally damage in September 2020. The homeowner hired Super Green Air Control to test for mold and, if mold was found, clear the home, and executed an assignment of benefits authorizing the contractor to perform the work and bill Universal. The assignment referenced a same-day invoice identifying the insurer's claim number and listing Protocol and Clearance services with charges totaling \$1,790.

PROCEDURAL HISTORY

After a homeowner assigned benefits to Super Green Air Control for mold-testing and remediation-related services, the contractor sued Universal for payment. The county court dismissed the action, accepting Universal's argument that the assignment and accompanying invoice did not comply with section 627.7152, Florida Statutes. The First District Court of Appeal reversed and remanded for further proceedings.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remand for further proceedings on the contractor's claim.

CASES CITED

- Air Quality Experts Corp. v. Fam. Sec. Ins. Co., 351 So. 3d 32, 36 (Fla. 4th DCA 2022)
- Santiago v. Mauna Loa Inv., LLC, 189 So. 3d 752, 756 (Fla. 2016)
- Kidwell Grp., LLC v. Safepoint Ins. Co., 376 So. 3d 48, 51-52 (Fla. 4th DCA 2023)
- MVP Plumbing, Inc. v. Citizens Prop. Ins. Corp., 359 So. 3d 885, 885 (Fla. 3d DCA 2023)
- Well Done Mitigation, LLC v. Citizens Prop. Ins. Corp., 416 So. 3d 369-70 (Fla. 2d DCA 2025)

OPINION

Super Green Air Control, LLC A/A/O Karen Roshell v. Universal Property and Casualty Insurance Company

PER CURIAM.

FIRST DISTRICT COURT OF APPEAL

STATE OF FLORIDA

_____ No. 1D2024-3044 _____

SUPER GREEN AIR CONTROL,
LLC, a/a/o KAREN ROSHELL, Appellant, v.
UNIVERSAL PROPERTY AND
CASUALTY INSURANCE COMPANY,

Appellee. _____ On appeal from the County Court for Escambia County. Ronald Scott Ritchie, Judge. May 6, 2026 KELSEY, J. Super Green Air Control (the Contractor), appeals a final order dismissing its action seeking payment for services rendered to an insured of Appellee, Universal Property and Casualty Insurance Company (the Insurer). The insured home sustained damage from Hurricane Sally, in September of 2020. The insured homeowner hired the Contractor to test for mold and, if found, clear the home. The insured executed an assignment of benefits (AOB) authorizing the Contractor to undertake the necessary work and bill it to the Insurer. The issue is whether the insured homeowner's AOB to the Contractor satisfied the governing requirements of section 627.7152, Florida Statutes (2022). Our standard of review is de novo. See Air Quality Experts Corp. v. Fam. Sec. Ins. Co., 351 So. 3d 32, 36 (Fla. 4th DCA 2022) (applying de novo review under comparable facts). At the motion-to-dismiss stage, our review includes both the four corners of the complaint and its attachments. See Santiago v. Mauna Loa Inv., LLC, 189 So. 3d 752, 756 (Fla. 2016). We find that the AOB satisfied the statute, and reverse and remand for further proceedings on the Contractor's claim. Section 627.7152 requires an assignment agreement to "[b]e in writing and executed by and between the assignor and the assignee" and "[c]ontain a written, itemized, per-unit cost estimate of the services to be performed by the assignee." § 627.7152(2)(a)1.4., Fla. Stat. "An assignment agreement that

does not comply with this subsection is invalid and unenforceable.” § 627.7152(2)(d), Fla. Stat. In the AOB before us, the insured acknowledged receipt of the Contractor’s “written, per-unit cost estimate of the services to be performed,” tracking the language of section 627.7152(2). A separate document dated the same date as the AOB and titled “Invoice” referenced the claim number the insurer had already designated for the homeowner’s claims, and listed two charges. The first was titled “Protocol,” described as “Environmental Testing: Limited visual observations, multi-location environmental sampling and report. If additional samples are required, they will be billed at \$95 per each additional sample.” This work was priced at \$995. The second charge was titled “Clearance,” and again described as “Environmental Testing: Limited visual observations, multi-location environmental sampling and report.” This item was priced at \$795, and the combined total invoiced was \$1,790. The trial court accepted the Insurer’s argument that this invoice was facially invalid under the statute in describing the contemplated work, but we disagree. We construe the Contractor’s invoice in *pari materia* with the related AOB contract of the same date. See *Kidwell Grp., LLC v. Safepoint Ins. Co.*, 376 So. 3d 48, 51–52 (Fla. 4th DCA 2023) (accepting contractor’s comparable contract and approving use of two documents—a contract and an invoice—bearing the same 2 date, and incorporated together). Both the invoice and the AOB list the insured’s individual name and residence, by street address; and both include the claim number the Insurer had already created. The AOB expressly references the invoice of the same date, and elaborates on the mold-related services needed due to water damage, which we find legally sufficient. See *id.* at 52 (holding that invoice satisfied the statute by describing the service to be provided and cost, and did not require separate execution). The invoice also provides legally sufficient information. The first section, titled “Protocol,” states what the Contractor will do, and the reference to “additional samples” provides further context and clarity: the Contractor will search, take samples, and test for problems in multiple areas of the home as needed. The second section, titled “Clearance,” repeats the “environmental testing” language from the “Protocol” section, but is not fatally flawed in doing so as the Insurer mistakenly argues. In the context of the facts then known to the contracting parties and obvious from the context, it references the next step after any problems are identified: they will be “cleared.” Finally, contrary to the Insurer’s argument that the paperwork was flawed for failing to state the number of “units” subject to the proposed work, there is no evidence of multiple “units” at the insured’s address—a fact that would be well-known to the Insurer—so there would be no reason to reference “per-unit” work in this case. See *MVP Plumbing, Inc. v. Citizens Prop. Ins. Corp.*, 359 So. 3d 885, 885 (Fla. 3d DCA 2023) (accepting as valid an assignment that, while not expressly mentioning number of units, clearly contemplated a single service). The documents adequately complied with the statutory requirements. Perhaps two teams of lawyers poring over such documents in advance for their respective clients would write the contract/invoice differently, but that is not an appropriate standard for an ad-hoc repair agreement between a homeowner and a contractor, particularly where the homeowner does not allege the agreement is invalid. See *Well Done Mitigation, LLC v.*

Citizens Prop. Ins. Corp., 416 So. 3d 369–70 (Fla. 2d DCA 2025) (interpreting statute to protect contractor’s “ability to receive fair compensation for its work pursuant to an otherwise valid assignment agreement”). We find that the documents satisfy the 3 statute, and therefore the Contractor is entitled to proceed with its claim on remand. REVERSED. OSTERHAUS, C.J., and ROBERTS, J., concur. _____ Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331. _____ William Derek Mueller and Elliot Burt Kula of Kula & Associates, P.A., Miami; Amy E. Ruiz and Steven Jon Getman of Ruiz Getman Law, PLLC, Miami, for Appellant. Kara Rockenbach Link and David Andrew Noel of Link & Rockenbach, P.A., West Palm Beach; Kristina Hatem Kamel of Farah & Farah, Middleburg, for Appellee. 4