UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA, FORT MYERS DIVISION

Coach Homes V at Moody River Estates Condominium Association v. Steadfast Insurance Company

Coach Homes V · No. 2:25-cv-1215-SPC-NPM · Decided February 23, 2026

SUMMARY

The United States District Court for the Middle District of Florida denied the plaintiff's request for leave to file an untimely motion to compel appraisal in an insurance dispute arising from Hurricane Milton. The court held that the plaintiff failed to show good cause under Federal Rule of Civil Procedure 16(b)(4) and had forfeited appraisal by missing the applicable deadline. The court further held that the insurance policy required mutual agreement to proceed with appraisal, and therefore denied the motion to compel as moot.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida, Fort Myers Division
JURISDICTION	United States District Court for the Middle District of Florida, Fort Myers Division
DECIDED	February 23, 2026
DOCKET	2:25-cv-1215-SPC-NPM
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to compel appraisal under an insurance policy and sought leave to file the appraisal motion out of time. The district court denied leave and denied the appraisal motion as moot.
STANDARD OF REVIEW	Scheduling-order modifications under Federal Rule of Civil Procedure 16(b)(4) require good cause and diligence; interpretation of the insurance policy is governed by its unambiguous plain language.
PRECEDENTIAL VALUE	unpublished, nonprecedential district court order
PARTIES	Coach Homes V at Moody River Estates Condominium Association v. Steadfast Insurance Company

TOPICS

insurance coverage | contract interpretation | motion to amend | civil procedure

PRACTICE AREAS

insurance | contracts | civil procedure | commercial litigation

QUESTIONS PRESENTED

1. Whether Coach Homes established good cause under Federal Rule of Civil Procedure 16(b)(4) to modify the scheduling order and file its motion to compel appraisal out of time.
2. Whether the insurance policy entitled Coach Homes to compel appraisal notwithstanding the policy language requiring the other party to accept the appraisal request in writing.

HOLDINGS

1. A party seeking to modify a scheduling order under Federal Rule of Civil Procedure 16(b)(4) must show good cause, which requires diligence; prejudice to the opposing party is irrelevant unless diligence is first shown. Because Coach Homes made no argument that it could not meet the deadline despite diligence, the court denied leave to file out of time.
2. The policy unambiguously required mutual written agreement before appraisal could proceed. Because Steadfast did not accept Coach Homes's appraisal request in writing, Coach Homes was not entitled to compel appraisal.

KEY QUOTATIONS

> *"Rule 16 "precludes modification unless the schedule [could not have been] met despite the diligence of the party seeking the extension.""* (at 1)

> *"If [a] party was not diligent, the [good cause] inquiry should end."* (at 1)

> *"The appraisal provision is not meaningless; it's just mutual."* (at 3)

> *"Here, the language of the policy unambiguously requires mutual agreement to proceed with appraisal."* (at 3-4)

> *"Absent an ambiguity, the actual language used in the contract is the best evidence of the intent of the parties, and the plain meaning of that language controls."* (at 3-4)

FACTUAL BACKGROUND

The action concerns a dispute over insurance benefits for property damage following Hurricane Milton. The insurance policy's appraisal provision stated that either party could request appraisal in writing, but that appraisal would proceed only if the other party accepted the request in writing. Coach Homes failed to timely request appraisal under the Hurricane Scheduling Order and did not argue that the deadline could not be met despite diligence.

PROCEDURAL HISTORY

Coach Homes sued Steadfast over insurance benefits for property damage allegedly caused by Hurricane Milton. The court's Hurricane Scheduling Order established a deadline for a request for appraisal. Coach Homes missed that deadline and moved for leave to file its appraisal motion out of time, arguing excusable neglect and lack of prejudice; it separately moved to compel appraisal. The court denied the request for an extension because Coach Homes did not show good cause or diligence under Rule 16(b)(4), and independently denied appraisal because the policy required written acceptance by the opposing party.

DISPOSITION

other

CASES CITED

- Sosa v. Airprint Sys., Inc., 133 F.3d 1417, 1418 (11th Cir. 1998)
- Johnson v. Mammoth Recreations, Inc., 975 F.2d 604, 609 (9th Cir. 1992)
- Michael Ray v. Qbe Specialty Ins. Co., No. 2:24-cv-873-SPC-NPM, 2025 WL 1083635 (M.D. Fla. Mar. 7, 2025)
- Homeowners Choice Prop. & Cas. Ins. Co. v. Murray, 388 So. 3d 1039, 1040 (Fla. 3d DCA 2024)
- Certain Underwriters at Lloyd's v. Lago Grande 5-D Condo. Ass'n, 337 So. 3d 1277, 1280 (Fla. 3d DCA 2022)
- Gibney v. Pillifant, 32 So. 3d 784, 785 (Fla. 2d DCA 2010)
- Christian Life Fellowship of Lee Cnty. Inc. v. Westchester Surplus Lines Ins. Co., No. 2:24-mc-17-JES-NPM, 2025 WL 621978, at *1 (M.D. Fla. Feb. 26, 2025)

OPINION

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA FORT MYERS DIVISION COACH HOMES V AT MOODY RIVER ESTATES CONDOMINIUM ASSOCIATION, Plaintiff, v. 2:25-cv-1215-SPC-NPM STEADFAST INSURANCE COMPANY, Defendant. ORDER This action involves a dispute over insurance benefits for property damage after Hurricane Milton. Plaintiff Coach Homes V at Moody River Estates Condominium Association moved to compel appraisal and for leave to file its motion to compel out of time.

Defendant Steadfast Insurance Company opposes both motions. We first address the issue of timeliness. Coach Homes certified that it is familiar with and will abide by the local rules and orders entered in this action (Doc. 13); however, it failed to timely file a request for appraisal pursuant to the Hurricane Scheduling Order (Doc. 8 at 1-2) or for an extension of time to do so.

Now, Coach Homes requests leave to file its motion out of time. But Coach Homes makes no argument that there is good cause to amend the scheduling order under Federal Rule of Civil Procedure 16(b)(4). Rather, Coach Homes claims that its delay in filing the motion resulted from excusable neglect and will not prejudice Steadfast. (Doc. 20 at 2, citing Fed. R. Civ.

P. 6(b)). But prejudice is irrelevant without first showing diligence. Put simply, Rule 16 "precludes modification unless the schedule [could not have been] met despite the diligence of the party seeking the extension." Sosa v. Airprint Sys., Inc., 133 F.3d 1417, 1418 (11th Cir. 1998). "If [a] party was not diligent, the [good cause] inquiry should end." Johnson v. Mammoth Recreations, Inc., 975 F.2d 604, 609 (9th Cir.

1992). Coach Homes's failure to present any argument under Rule 16 ends the inquiry,1 and thus it has forfeited appraisal. But even if Coach Homes's motion was timely, it lacks merit substantively. Coach Homes asserts that it is entitled to invoke appraisal under the plain language of the insurance policy's appraisal provision. Steadfast opposes this contention, emphasizing that the appraisal provision requires both parties to consent.

The applicable provision reads, in pertinent part, as follows: Mediation Or Appraisal * * * B. If there is a disagreement regarding the value of the property or the amount of loss between us and the first Named Insured, either may request an appraisal of the loss, in writing. If the other party accepts the appraisal request in writing, the appraisal shall be conducted as follows: 1.

Pay its chosen appraiser; and 2. Bear the other expenses of the appraisal and umpire equally. 1 Coach Homes's motion for leave is also denied for failing to include a legal memorandum supporting its request. See M.D. Fla. R. 3.01(b) ("A motion must include — in a single document no longer than twenty- five pages — a concise statement of the precise relief requested, a statement of the basis for the request, and a legal memorandum supporting the request.").

If there is an appraisal, we will still retain our right to deny the claim. However, only with respect to disagreements between us and the first Named Insured, the first Named Insured is not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss, if we: 1. Requested mediation and either we or the first Named Insured rejected the mediation result; or 2.

Failed to notify the first Named Insured of the first Named Insured's right to participate in the mediation program. (Doc. 1-3 at 42-43) (emphasis added). While Coach Homes acknowledges the policy's language requiring the other party to accept the appraisal request in writing, it insists that this language does not grant a unilateral veto over appraisal because it would render the provision meaningless.

(Doc. 18 at 4). Not so. The appraisal provision is not meaningless; it's just mutual. To be sure, there are numerous instances where mutual assent is required to invoke appraisal. See, e.g., Michael Ray v. Qbe Specialty Ins. Co., No. 2:24-cv- 873-SPC-NPM, 2025 WL 1083635 (M.D. Fla. Mar. 7, 2025) (granting defendant's motion to compel appraisal, which required mutual assent, because plaintiffs previously agreed to it); Homeowners Choice Prop. & Cas.

Ins. Co. v. Murray, 388 So. 3d 1039, 1040 (Fla. 3d DCA 2024) (reversing appraisal order because policy required mutual agreement). “In matters of appraisal, the contract language controls.” Certain Underwriters at Lloyd’s v. Lago Grande 5-D Condo. Ass’n, 337 So. 3d 1277, 1280 (Fla. 3d DCA 2022).?

Here, the language of the policy unambiguously requires mutual agreement to proceed with appraisal. And since the court may not rewrite the terms of the policy, we must deny Coach Homes’s request to compel appraisal. See Gibney v. Pillifant, 32 So. 3d 784, 785 (Fla. 2d DCA 2010) (“Absent an ambiguity, the actual language used in the contract is the best evidence of the intent of the parties, and the plain meaning of that language controls.”) (citations and internal quotations omitted).

Coach Homes’s motion for leave to file its motion to compel appraisal out of time (Doc. 20) is DENIED, and so its motion to compel appraisal (Doc. 18) is DENIED as moot. All deadlines outlined in the Hurricane Case Management and Scheduling Order (Doc. 8) will run from the date of this order. ORDERED on February 23, 2026 United States Magistrate Judge > Coach Homes cites inapplicable case law concerning policies with unilateral appraisal provisions that typically state: “If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss.” Christian Life Fellowship of Lee Cnty.

Inc. v. Westchester Surplus Lines Ins. Co., No. 2:24-mc-17-JES-NPM, 2025 WL 621978, *1 (M.D. Fla. Feb. 26, 2025) (emphasis added). -4-

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