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PRECEDENTIAL VALUE	unpublished, nonprecedential district court order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)
