

FLORIDA THIRD DISTRICT COURT OF APPEAL

Adalberto Vega v. Citizens Property Insurance Corporation

No. 3D24-0718 · No. 3D24-0718 · Decided July 30, 2025

SUMMARY

The Third District Court of Appeal of Florida affirmed the circuit court’s judgment in favor of Citizens Property Insurance Corporation. The opinion addresses assent to a settlement offer, acceptance within a reasonable time, implied contractual performance periods, and waiver of objections to case jurisdiction.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Logue, J.; Miller, J.; Bokor, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	July 30, 2025
DOCKET	3D24-0718
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a circuit court judgment in favor of Citizens Property Insurance Corporation.
PRECEDENTIAL VALUE	Published opinion
PARTIES	Adalberto Vega v. Citizens Property Insurance Corporation

TOPICS

- contract formation
- mutual assent
- offer and acceptance
- appellate procedure
- subject matter jurisdiction

PRACTICE AREAS

- contracts
- insurance
- civil procedure

QUESTIONS PRESENTED

- Whether the circuit court's judgment should be affirmed in light of authorities governing assent to settlements, acceptance of offers, reasonable time for contractual performance, and waiver of case jurisdiction.

HOLDINGS

1. The circuit court's judgment was affirmed.

KEY QUOTATIONS

“the party seeking to enforce a settlement bears the burden of establishing assent by the opposing party.” (at 2)

“in the absence of an acceptance of the offer within a reasonable period of time, there is no contract.” (at 2)

“The general Florida rule is that when a contract does not expressly fix the time for performance of its terms, the law will imply a reasonable time.” (at 2)

“where subject matter and personal jurisdiction are present, a lack of case jurisdiction does not render the trial court’s proceedings or judgment void.” (at 2)

“we hold that case jurisdiction is waivable, and that a party seeking to raise the issue must timely object to the trial court’s lack of case jurisdiction, or waive the objection.” (at 2)

FACTUAL BACKGROUND

The opinion contains no substantive recitation of the underlying facts. It identifies the appeal as arising from proceedings in the Circuit Court for Miami-Dade County and affirms the lower court's disposition.

PROCEDURAL HISTORY

Adalberto Vega appealed a judgment of the Circuit Court for Miami-Dade County. The Third District Court of Appeal affirmed without a written analysis beyond citing authorities concerning settlement assent, contract acceptance, reasonable time for performance, and waiver of case jurisdiction.

DISPOSITION

affirmed

CASES CITED

- Vision Palm Springs, LLLP v. Michael Anthony Co., 272 So. 3d 441, 444 (Fla. 3d DCA 2019)
- Sakowitz v. Waterside Townhomes Cmty. Ass’n, Inc., 338 So. 3d 26, 28 (Fla. 3d DCA 2022)
- Hammond v. DSY Devs., LLC, 951 So. 2d 985, 988 (Fla. 3d DCA 2007)
- De Cespedes v. Bolanos, 711 So. 2d 216, 218 (Fla. 3d DCA 1998)
- FQS Enter., LLC v. B & K Factor, Inc., 407 So. 3d 585, 588 (Fla. 3d DCA 2025) (Gooden, J., concurring specially)
- JJTJB, Inc. v. Schmidt, No. SC23-0915, 2025 WL 1968957, at *1 (Fla. July 17, 2025)

OPINION

Adalberto Vega v. Citizens Property Insurance Corporation

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed July 30, 2025. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-0718 Lower Tribunal No. 16-9950-CA-01 _____ Adalberto Vega, Appellant, vs. Citizens Property Insurance Corporation, Appellee. An Appeal from the Circuit Court for Miami-Dade County, Charles Kenneth Johnson, Judge. Neblett Law Group and, David A. Neblett and John A. Wynn, for appellant. Paul R. Percy, P.A., and Maureen G. Percy, for appellee. Before LOGUE, MILLER and BOKOR JJ. PER CURIAM. Affirmed. See *Vision Palm Springs, LLLP v. Michael Anthony Co.*, 272 So. 3d 441, 444 (Fla. 3d DCA 2019) (“[T]he party seeking to enforce a settlement bears the burden of establishing assent by the opposing party.”); *Sakowitz v. Waterside Townhomes Cmty. Ass’n, Inc.*, 338 So. 3d 26, 28 (Fla. 3d DCA 2022) (“[I]n the absence of an acceptance of the offer within a reasonable period of time, there is no contract.”); *Hammond v. DSY Devs., LLC*, 951 So. 2d 985, 988 (Fla. 3d DCA 2007) (“The general Florida rule is that when a contract does not expressly fix the time for performance of its terms, the law will imply a reasonable time.” (quoting *De Cespedes v. Bolanos*, 711 So. 2d 216, 218 (Fla. 3d DCA 1998))); *FQS Enter., LLC v. B & K Factor, Inc.*, 407 So. 3d 585, 588 (Fla. 3d DCA 2025) (Gooden, J., concurring specially) (“[W]here subject matter and personal jurisdiction are present, a lack of case jurisdiction does not render the trial court’s proceedings or judgment void.”); *JJTB, Inc. v. Schmidt*, No. SC23-0915, 2025 WL 1968957, at *1 (Fla. July 17, 2025) (“[W]e hold that case jurisdiction is waivable, and that a party seeking to raise the issue must timely object to the trial court’s lack of case jurisdiction, or waive the objection.”). 2