

FLORIDA THIRD DISTRICT COURT OF APPEAL

Swift Response Restoration, Inc., etc. v. Citizens Property Insurance Corporation

No. 3D24-1343, Florida Third District Court of Appeal (June 18, 2026)

SUMMARY

The Third District Court of Appeal of Florida affirmed the county court's ruling in favor of Citizens Property Insurance Corporation. The court held that the appellant abandoned an issue by presenting no argument addressing the trial court's ruling and cited statutory requirements governing assignment agreements, including indemnification and hold-harmless provisions.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Fernandez; Lindsey; Lobree
JURISDICTION	Florida Third District Court of Appeal
DECIDED	June 18, 2026
DOCKET	3D24-1343
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a County Court order in favor of Citizens Property Insurance Corporation.
PRECEDENTIAL VALUE	Published
PARTIES	Swift Response Restoration, Inc., etc. v. Citizens Property Insurance Corporation

TOPICS

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

PRACTICE AREAS

- property insurance
- insurance assignment agreements
- appellate procedure
- contract interpretation

QUESTIONS PRESENTED

1. Whether the trial court's ruling should be affirmed where the appellant presented no argument explaining why the ruling was incorrect on an issue.
2. Whether an assignment agreement that fails to comply with the statutory indemnification and hold-harmless requirements of section 627.7152 is invalid and unenforceable.

HOLDINGS

1. An appellant who presents no argument explaining why the trial court's ruling is incorrect on an issue abandons that issue on appeal.
2. An assignment agreement that does not comply with the requirements of section 627.7152, Florida Statutes, including the requirement that the assignee indemnify and hold harmless the assignor, is invalid and unenforceable.

KEY QUOTATIONS

“An appellant who presents no argument as to why a trial court’s ruling is incorrect on an issue has abandoned the issue.”

“An assignment agreement that does not comply with this subsection is invalid and unenforceable.”

FACTUAL BACKGROUND

The opinion does not recite the underlying material facts. It concerns an assignment agreement asserted in litigation involving property insurance and a restoration company, including the agreement's compliance with statutory indemnification and hold-harmless requirements.

PROCEDURAL HISTORY

Swift Response Restoration appealed from the County Court for Miami-Dade County. The Third District Court of Appeal affirmed without an explanatory opinion, citing authority concerning abandonment of unargued issues, interpretation of assignment agreements, and statutory compliance requirements.

DISPOSITION

affirmed

CASES CITED

- Doe v. Baptist Primary Care, Inc., 177 So. 3d 669, 673 (Fla. 1st DCA 2015)
- Davis v. State, 153 So. 3d 399, 400 (Fla. 1st DCA 2014)
- Aleman v. Gervas, 314 So. 3d 350, 352 (Fla. 3d DCA 2020)
- Bucacci v. Boutin, 933 So. 2d 580, 585 (Fla. 3d DCA 2006)
- Total Care Restoration, LLC v. Citizens Property Insurance Corp., 357 So. 3d 1260, 1266 (Fla. 3d DCA 2023)

- Indoor Environmental Restoration Now, Inc. v. Citizens Property Insurance Corp., 388 So. 3d 977, 978 (Fla. 3d DCA 2024)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed June 18, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-1343 Lower Tribunal No. 23-7137-CC-26 _____ Swift Response Restoration, Inc., etc., Appellant, vs. Citizens Property Insurance Corporation, Appellee. An Appeal from the County Court for Miami-Dade County, Christopher Green, Judge.

Giasi Law, P.A., and Melissa A. Giasi (Tampa), for appellant. Rothell Law Group, P.A., and Kristi Bergemann Rothell (Greenacres), for appellee. Before FERNANDEZ, LINDSEY and LOBREE, JJ. PER CURIAM. Affirmed. See *Doe v. Baptist Primary Care, Inc.*, 177 So. 3d 669, 673 (Fla. 1st DCA 2015) (“An appellant who presents no argument as to why a trial court’s ruling is incorrect on an issue has abandoned the issue.” (quoting *Davis v. State*, 153 So.

3d 399, 400 (Fla. 1st DCA 2014)); *Aleman v. Gervas*, 314 So. 3d 350, 352 (Fla. 3d DCA 2020) (“To ascertain the intention of the parties to a contract, the trial court must examine the whole instrument, not just particular portions....” (quoting *Bucacci v. Boutin*, 933 So. 2d 580, 585 (Fla. 3d DCA 2006))); § 627.7152(2)(a)8., Fla. Stat. (2023) (requiring that the assignment agreements “[c]ontain a provision requiring the assignee to indemnify and hold harmless the assignor from all liabilities, damages, losses, and costs, including, but not limited to, attorney fees”); § 627.7152(2)(d), Fla. Stat. (2023) (“An assignment agreement that does not comply with this subsection is invalid and unenforceable.”); *Total Care Restoration, LLC, v. Citizens Prop.*

Ins. Corp., 357 So. 3d 1260, 1266 (Fla. 3d DCA 2023) (requiring strict compliance with requirements of section 627.7152, appellate court found that the statute was unambiguous; thus, an assignment agreement that did not comply with the statute was invalid and unenforceable); *Indoor Env’t Restoration Now, Inc. v. Citizens Prop. Ins. Corp.*, 388 So. 3d 977, 978 (Fla.

3d DCA 2024) (holding that the assignment 2 agreement was valid and unenforceable for not complying with the indemnity and hold harmless requirement of the statute). 3