

FLORIDA THIRD DISTRICT COURT OF APPEAL

Riley Love v. Florida Family Insurance Company

Love · No. 3D25-2537 · Decided March 11, 2026

SUMMARY

The Third District Court of Appeal of Florida dismissed the Loves’ appeal from a nonfinal order denying their motion to set aside an appraisal award. The court held that Florida Rule of Appellate Procedure 9.130 did not authorize review of that order and that the order was not final because an interrelated breach-of-contract counterclaim remained pending.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Miller; Gordo; Bokor
JURISDICTION	Florida Third District Court of Appeal
DECIDED	March 11, 2026
DOCKET	3D25-2537
DISPOSITION	dismissed
PROCEDURAL POSTURE	The appellants sought review of a nonfinal order denying their motion to set aside an appraisal award. The appellee moved to dismiss for lack of appellate jurisdiction.
PRECEDENTIAL VALUE	published
PARTIES	Riley Love, Jill Love v. Florida Family Insurance Company

TOPICS

- appellate jurisdiction
- interlocutory appeal
- final judgment rule
- appellate procedure
- insurance

PRACTICE AREAS

- appellate procedure
- civil procedure
- insurance

QUESTIONS PRESENTED

- Whether Florida Rule of Appellate Procedure 9.130 authorizes an interlocutory appeal from a nonfinal order denying a motion to set aside an appraisal award.

2. Whether the order denying the motion to set aside the appraisal award could be treated as a final, appealable order while an interrelated breach-of-contract counterclaim remained pending.

HOLDINGS

1. Florida Rule of Appellate Procedure 9.130(a)(3)(C)(iv) authorizes an appeal from a nonfinal order determining a party's entitlement to appraisal, but it does not separately authorize an appeal from a later nonfinal order denying a motion to set aside an appraisal award.
2. The order denying the motion to set aside the appraisal award was not a final, appealable order because an interrelated breach-of-contract counterclaim remained pending below.

KEY QUOTATIONS

“The rule does not separately authorize an appeal of a nonfinal order denying a motion to set aside an award subsequently entered.” (at 2)

“We therefore grant the motion to dismiss as an appeal of a nonappealable, nonfinal order.” (at 2)

FACTUAL BACKGROUND

The Loves sought appraisal under an insurance policy and did not appeal the 2022 order granting entitlement to appraisal. After an appraisal award was entered, they moved to set aside the award. A counterclaim for breach of contract, based on the same operative facts as the petition to compel appraisal, remained pending in the circuit court.

PROCEDURAL HISTORY

The circuit court granted entitlement to appraisal in 2022, and the appellants did not appeal that order. After an appraisal award was entered, the circuit court denied the appellants' motion to set it aside. The appellants appealed, and the Third District Court of Appeal granted the motion to dismiss because the order was nonappealable and nonfinal.

DISPOSITION

dismissed

CASES CITED

- Certain Underwriters at Lloyd's, London v. Gables Court Condo. Ass'n, Inc., 357 So. 3d 759, 761 n. 1 (Fla. 3d DCA 2023)
- Homeowners Choice Prop. & Cas. Ins. Co. v. Fraser, 346 So. 3d 228, 230 (Fla. 3d DCA 2022)
- Marinich v. Special Edition Custom Homes, LLC, 1 So. 3d 1197 (Fla. 2d DCA 2009)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed March 11, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D25-2537 Lower Tribunal No. 21-CA-446-P _____ Riley Love, et al., Appellants, vs. Florida Family Insurance Company, Appellee. An Appeal from the Circuit Court for Monroe County, James W. Morgan, III, Judge.

Josef Timlichman Law, PLLC, and Josef Timlichman (Hollywood), for appellants. Banker Lopez Gassler, P.A., and Chris W. Altenbernd and Gabriella E. Lopez (Tampa) and Eleanor H. Sills (Tallahassee), for appellee. Before MILLER, GORDO and BOKOR, JJ. PER CURIAM. ON MOTION TO DISMISS Riley and Jill Love appeal an order denying their motion to set aside an appraisal award.

The Loves seek review of this nonfinal order under Florida Rule of Appellate Procedure 9.130. But they have identified no provision of the rule that would allow an appeal. Rule 9.130(a)(3)(C)(iv) authorizes an appeal of a nonfinal order that determines “the entitlement of a party to an appraisal under an insurance policy.” But the order granting entitlement to appraisal was entered in 2022 and could have been appealed then (and wasn’t).

See *Certain Underwriters at Lloyd’s, London v. Gables Court Condo. Ass’n, Inc.*, 357 So. 3d 759, 761 n.1 (Fla. 3d DCA 2023) (finding jurisdiction to review a nonfinal order compelling appraisal pursuant to Florida Rule of Appellate Procedure 9.130(a)(3)(C)(iv)).

The rule does not separately authorize an appeal of a nonfinal order denying a motion to set aside an award subsequently entered. And we cannot consider this a final, appealable order because a counterclaim for breach of contract remains pending that “rel[ies] on the same operative facts” as the petition to compel appraisal. *Homeowners Choice Prop. & Cas. Ins.*

Co. v. Fraser, 346 So. 3d 228, 230 (Fla. 3d DCA 2022); see also *Marinich v. Special Edition Custom Homes, LLC*, 1 So. 3d 1197 (Fla. 2d DCA 2009) (dismissing an appeal for lack of jurisdiction because an interrelated counterclaim remained pending below).

We 2 therefore grant the motion to dismiss as an appeal of a nonappealable, nonfinal order. Motion to dismiss granted; appeal dismissed. 3