

SIXTH DISTRICT COURT OF APPEAL OF FLORIDA

GEICO General Insurance Company v. Patrick N. Yvars

No. 6D2025-0364, Sixth District Court of Appeal of Florida (December 19, 2025)

SUMMARY

The Sixth District Court of Appeal of Florida reversed orders finding Patrick N. Yvars entitled to attorneys’ fees and awarding those fees. The court held that its prior decision limiting Yvars’s recovery to \$20,000 meant his recovery was not at least 25 percent greater than his \$25,000 proposal for settlement, so fees were unavailable under section 768.79(1), Florida Statutes (2020).

CASE DETAILS

COURT	Sixth District Court of Appeal of Florida
WRITING FOR THE COURT	White, J.; Mize, J.; Kamoutsas, J.
JURISDICTION	Sixth District Court of Appeal of Florida
DECIDED	December 19, 2025
DOCKET	6D2025-0364
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	GEICO appealed orders of the Orange County Circuit Court finding Patrick N. Yvars entitled to attorney fees and awarding those fees.
PRECEDENTIAL VALUE	published
PARTIES	GEICO General Insurance Company v. Patrick N. Yvars

TOPICS

- insurance
- attorney fees
- appellate procedure
- remedies

PRACTICE AREAS

- Insurance
- Civil procedure
- Appellate procedure
- Attorney fees

QUESTIONS PRESENTED

- Whether Yvars was entitled to recover attorney fees under section 768.79(1), Florida Statutes (2020), when the amended judgment in his favor was \$20,000.00 and his Proposal for Settlement was \$25,000.00.

HOLDINGS

- 1. Yvars was not entitled to recover attorney fees because the \$20,000.00 judgment was not at least 25 percent greater than his \$25,000.00 Proposal for Settlement.

KEY QUOTATIONS

“Because that amount is not “at least 25 percent greater than” Yvars’s \$25,000.00 Proposal for Settlement, he is not entitled to recover attorneys’ fees.”

FACTUAL BACKGROUND

In the underlying litigation, Yvars obtained a \$25,000.00 Proposal for Settlement. In the prior appeal, the Sixth District reversed and remanded for entry of an amended final judgment in Yvars's favor for \$20,000.00. The present appeal concerned whether that judgment amount supported an award of attorney fees under Florida's proposal-for-settlement statute.

PROCEDURAL HISTORY

The circuit court entered orders finding Yvars entitled to attorney fees and awarding attorney fees. GEICO appealed, arguing that the Sixth District's prior decision in GEICO General Insurance Company v. Yvars, 50 Fla. L. Weekly D2267 (Fla. 6th DCA Oct. 17, 2025), required reversal.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The orders finding Yvars entitled to attorney fees and awarding attorney fees were reversed. The opinion does not state any further specific remand instruction.

CASES CITED

- GEICO General Insurance Company v. Yvars, 50 Fla. L. Weekly D2267 (Fla. 6th DCA Oct. 17, 2025)

OPINION

Geico General Insurance Company v. Patrick N. Yvars
PER CURIAM.

SIXTH DISTRICT COURT OF APPEAL
STATE OF FLORIDA

_____ Case No. 6D2025-0364 Lower Tribunal No. 2020-CA-003972 _____
GEICO GENERAL INSURANCE COMPANY,
Appellant, v.
PATRICK N. YVARS,

Appellee. _____ Appeal from the Circuit Court for Orange County. Heather Pinder Rodriguez, Judge. December 19, 2025 PER CURIAM. GEICO General Insurance Company seeks reversal of orders entered in favor of Patrick N. Yvars finding entitlement to, and awarding, attorneys' fees. GEICO argues that this Court's decision in GEICO General Insurance Company v. Yvars, 50 Fla. L. Weekly D2267 (Fla. 6th DCA Oct. 17, 2025) ("GEICO I"), mandates reversal of those orders. We agree. In GEICO I, this Court reversed and remanded for the trial court to enter an amended final judgment in Yvars's favor in the amount of \$20,000.00. Id. at D2267. Because that amount is not "at least 25 percent greater than" Yvars's \$25,000.00 Proposal for Settlement, he is not entitled to recover attorneys' fees. § 768.79(1), Fla. Stat. (2020). Accordingly, we reverse the orders finding entitlement to, and awarding, attorneys' fees. REVERSED and REMANDED. WHITE, MIZE and KAMOUTSAS, JJ., concur. Sharon C. Degnan, of Kubicki Draper, Orlando, for Appellant. Brian J. Lee, of Morgan & Morgan, Jacksonville, for Appellee.

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING
AND DISPOSITION THEREOF IF TIMELY FILED