DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Maria Morales v. Citizens Property Insurance Corporation

No. 3D24-0096 · No. 3D24-0096 · Decided August 6, 2025

SUMMARY

The Third District Court of Appeal of Florida affirmed a summary judgment in favor of Citizens Property Insurance Corporation. The court relied on precedent concerning an insured's failure to provide prompt notice of hurricane-related damage and the inability to create a factual dispute by contradicting prior deposition testimony with an affidavit.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	Fernandez; Logue; Lindsey
JURISDICTION	Florida Third District Court of Appeal
DECIDED	August 6, 2025
DOCKET	3D24-0096
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a summary judgment entered by the Circuit Court for Miami-Dade County in favor of Citizens Property Insurance Corporation.
STANDARD OF REVIEW	Summary judgment is reviewed under the applicable Florida summary-judgment standard; the opinion does not expressly state the standard of review.
PRECEDENTIAL VALUE	Published Florida Third District Court of Appeal opinion
PARTIES	Maria Morales v. Citizens Property Insurance Corporation

TOPICS

insurance coverage · summary judgment · appellate procedure · standard of review · civil procedure

PRACTICE AREAS

property insurance · civil procedure · appellate practice

QUESTIONS PRESENTED

1. Whether the circuit court properly entered summary judgment for Citizens on the property-insurance claim.
2. Whether a party may create a genuine issue for trial through an affidavit that baldly contradicts the party's prior deposition testimony.

HOLDINGS

1. The circuit court's judgment was properly affirmed.

KEY QUOTATIONS

> *"Under well-entrenched Florida precedent, 'a party when met by a [m]otion for [s]ummary [j]udgment should not be permitted by his [or her] own affidavit, or by that of another, to baldly repudiate his [or her] previous deposition so as to create a jury issue.'"* (at 2)

FACTUAL BACKGROUND

The opinion does not state the material facts specific to Morales in detail. Its cited authorities concern property-insurance claims arising from Hurricane Irma, delayed notice to Citizens, breach of a prompt-notice policy provision, and an attempt to create a jury issue by contradicting prior deposition testimony through affidavit.

PROCEDURAL HISTORY

Maria Morales appealed the circuit court's judgment. The Third District Court of Appeal affirmed in a brief per curiam opinion, relying on prior decisions concerning delayed notice of Hurricane Irma claims and the improper creation of a factual dispute through an affidavit that contradicts prior deposition testimony.

DISPOSITION

affirmed

CASES CITED

- Arce v. Citizens Prop. Ins. Corp., 388 So. 3d 205, 210 (Fla. 3d DCA 2024)
- Navarro v. Citizens Prop. Ins. Corp., 353 So. 3d 1276, 1280 (Fla. 3d DCA 2023)
- Williams v. Ryta Food Corp., 301 So. 3d 339, 341 (Fla. 3d DCA 2020)
- Ellison v. Anderson, 74 So. 2d 680, 681 (Fla. 1954)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed August 6, 2025. Not final until disposition of timely filed motion for rehearing. ________________ No. 3D24-0096 Lower Tribunal No. 20-25161 ________________ Maria Morales, Appellant, vs. Citizens Property

Insurance Corporation, Appellee. An Appeal from the Circuit Court for Miami-Dade County, Maria de Jesus Santovenia, Judge.

Stephan Lopez Law Firm, LLC, and Stephan Lopez, for appellant. Luks, Santaniello, Petrillo, Cohen & Peterfriend, and Edgardo Ferreyra, Jr., for appellee. Before FERNANDEZ, LOGUE and LINDSEY, JJ. PER CURIAM. Affirmed. See Arce v. Citizens Prop. Ins. Corp., 388 So. 3d 205, 210 (Fla. 3d DCA 2024) ("We agree with the trial court that the summary judgment evidence plainly established that Insureds' notice to Citizens – some three years after Hurricane Irma – was not prompt, and, therefore, that Insureds breached the prompt notice provision of the subject policy."); Navarro v. Citizens Prop.

Ins. Corp., 353 So. 3d 1276, 1280 (Fla. 3d DCA 2023) ("In the instant case, Navarro conceded in his deposition that in the days, weeks, and months after Hurricane Irma made landfall, he noticed leaks throughout his residence.

As a result, he effectuated multiple roof repairs. Nonetheless, Navarro waited two years and seven months to report the claim. Under these circumstances, it is scarcely debatable Hurricane Irma constituted 'an occurrence that should lead a reasonable and prudent man to believe that a claim for damages would arise.' Thus, Navarro failed to act 'with reasonable dispatch and within a reasonable time.'" (citations omitted)); Williams v. Ryta Food Corp., 301 So.

3d 339, 341 (Fla. 3d DCA 2020) ("Under well-entrenched Florida precedent, 'a party when met by a [m]otion for [s]ummary [j]udgment should not be permitted by his [or her] own affidavit, or by that of another, to baldly repudiate his [or her] previous deposition so as to create a jury issue.'" (quoting Ellison v. Anderson, 74 So. 2d 680, 681 (Fla. 1954))). 2