

DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

Master Dry Out, Inc., a/a/o Elba Abijana v. State Farm Florida Insurance Company

No. 2D2024-2205 (Fla. 2d DCA June 26, 2026) · No. 2D2024-2205 · Decided June 26, 2026

SUMMARY

The Florida Second District Court of Appeal affirmed the denial of Master Dry Out, Inc.'s motion for attorney's fees under section 627.7152(10)(a), Florida Statutes. The court held that a pretrial settlement resolving disputed claims was not a "judgment obtained" within the meaning of the statute, particularly where the insurer admitted no liability.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	LaROSE, Judge; Rothstein-Youakim, Judge; Atkinson, Judge
JURISDICTION	District Court of Appeal of Florida, Second District
DECIDED	June 26, 2026
DOCKET	2D2024-2205
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order of the county court denying an assignee's motion for attorney's fees under section 627.7152(10)(a), Florida Statutes (2021), following settlement and dismissal of a breach-of-contract action against an insurer.
STANDARD OF REVIEW	De novo review applies to the denial of an attorney's-fee motion predicated on statutory interpretation.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	Master Dry Out, Inc., a/a/o Elba Abijana v. State Farm Florida Insurance Company

TOPICS

- insurance
- statutory interpretation
- remedies
- appellate procedure
- standard of review

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether a pretrial settlement qualifies as a "judgment obtained" under section 627.7152(1)(e) and section 627.7152(10)(a), Florida Statutes, for purposes of an assignee's statutory attorney's-fee claim.
2. Whether Master Dry Out was entitled to attorney's fees based on the amount paid in the parties' settlement.

HOLDINGS

1. A settlement that compromises doubtful and disputed claims, resolves the controversy, and is entered without an admission of liability is not a "judgment obtained" under section 627.7152(1)(e) and therefore does not support an attorney's-fee award under section 627.7152(10)(a).
2. The trial court correctly denied Master Dry Out's motion for attorney's fees because the settlement did not constitute a judgment obtained under the governing statute.

KEY QUOTATIONS

"Under these circumstances, the settlement was not a "judgment obtained" entitling Master Dry Out to attorney's fees." (at 4)

"Settlement dollars are not synonymous with damages" (at 3)

FACTUAL BACKGROUND

Failed plumbing damaged Elba Abijana's home, which was insured by State Farm. Abijana contracted with Master Dry Out to repair the damage and partially assigned her insurance rights, benefits, and proceeds to Master Dry Out. After State Farm refused to pay, Master Dry Out sued for breach of contract; the parties later settled without an admission of liability, dismissed the action, and reserved the attorney's-fee issue.

PROCEDURAL HISTORY

Master Dry Out, as partial assignee of Elba Abijana's insurance rights, sued State Farm for breach of contract after State Farm refused to pay for repairs. The parties settled, dismissed the lawsuit, and reserved the attorney's-fee issue for later determination. The county court denied Master Dry Out's fee motion and denied rehearing, concluding that the settlement was not a judgment under section 627.7152(10); the Second District affirmed.

DISPOSITION

affirmed

CASES CITED

- Water Damage Express, LLC v. First Protective Ins., 336 So. 3d 310, 312 (Fla. 4th DCA 2022)

- Destination Boat Clubs, Inc. v. Island Breeze Boat Club & Rental Inc., 226 So. 3d 301, 303 (Fla. 2d DCA 2017)
- Sheik Island Farm, Inc. v. Covington Farm, Inc., 429 So. 3d 1095, 1098 (Fla. 2d DCA 2026)
- Ham v. Portfolio Recovery Assocs., 308 So. 3d 942, 946 (Fla. 2020)
- Shepard v. State, 259 So. 3d 701, 705 (Fla. 2018)
- Coates v. R.J. Reynolds Tobacco Co., 365 So. 3d 353, 354 (Fla. 2023)
- Gouty v. Schnepel, 795 So. 2d 959, 962 (Fla. 2001)
- Wells v. Tallahassee Mem'l Reg'l Med. Ctr., Inc., 659 So. 2d 249, 252 (Fla. 1995)

OPINION

Master Dry Out, Inc., Abijana v. State Farm Florida Insurance Company
PER CURIAM.

DISTRICT COURT OF APPEAL OF FLORIDA

SECOND DISTRICT

MASTER DRY OUT, INC., a/a/o ELBA ABIJANA,

Appellant, v.

STATE FARM FLORIDA INSURANCE COMPANY,

Appellee. No. 2D2024-2205 June 26, 2026 Appeal from the County Court for Hillsborough County; Marc S. Makholt, Judge. Dayna Maeder of Law Offices of Dayna Maeder, LLC, Orlando; and Matthew McElligott of Valiente, Carollo & McElligott, PLLC, Miami, for Appellant. C. Ryan Jones and David T. Burr of Traub Lieberman Straus & Shrewsberry LLP, St. Petersburg, for Appellee. LaROSE, Judge. Master Dry Out, Inc., a/a/o Elba Abijana, appeals the trial court's order denying its motion for attorney's fees under section 627.7152(10)(a), Florida Statutes (2021). We have jurisdiction. See Fla. R. App. P. 9.030(b)(1)(A). We affirm because the parties' settlement was not a "judgment obtained." I. Background Failed plumbing caused damage to Elba Abijana's home. State Farm Florida Insurance Company insured her home from loss. Ms. Abijana contracted with Master Dry Out to repair the damage. She partially assigned any and all insurance rights, benefits, and proceeds under the State Farm policy to Master Dry Out. State Farm refused to pay Master Dry Out. Master Dry Out sued State Farm for breach of contract. Eventually, State Farm and Master Dry Out settled so as "to resolve controversy and avoid the burden, expense, and annoyance of litigation." In exchange for payment from State Farm, Master Dry Out agreed to: fully and forever release, acquit and discharge STATE FARM . . . from any and all actions, causes of action, claims, bad faith claims, and demands whatsoever for, upon or by reason of any damage, loss, injury or consequential, contractual, extra-contractual, and/or punitive damages, . . . which heretofore have been made or which hereinafter may be sustained by MASTER DRY OUT of any manner, cause or thing whatsoever against STATE FARM State Farm admitted no liability. The parties also recognized that their settlement "constitutes the compromise of doubtful and disputed claims." The parties left the matter of attorney's fees for later determination. Master Dry

Out dismissed the lawsuit and moved to recover attorney's fees. Master Dry Out claimed that the settlement was the functional equivalent of a confession of judgment. State Farm opposed the motion, arguing that Master Dry Out failed to show the entry of a valid judgment. The trial court denied Master Dry Out's motion. It reasoned that the confession of judgment doctrine applied only to section 627.428, 2 which was inapplicable. See generally § 627.7152(10) (limiting an assignee to recover attorney's fees in a suit for residential property insurance claim under section 57.105, Florida Statutes, and this subsection). The trial court found that the settlement was not a "judgment" under section 627.7152(10). After an unsuccessful motion for rehearing, Master Dry Out appealed. II. Discussion Master Dry Out argues that the trial court erroneously applied section 627.7152(10)(a) by ignoring precedent and statutory- interpretation rules suggesting that a pre-trial settlement is a "judgment" under the statute. State Farm applauds the trial court's proper application of the statute's plain language. It also maintains that the settlement was "not synonymous with damages under Florida law" as the parties did not admit liability. We review a trial court's denial of an attorney's fees motion predicated on statutory interpretation de novo. See *Water Damage Express, LLC v. First Protective Ins.*, 336 So. 3d 310, 312 (Fla. 4th DCA 2022) (citing *Destination Boat Clubs, Inc. v. Island Breeze Boat Club & Rental Inc.*, 226 So. 3d 301, 303 (Fla. 2d DCA 2017)). When we interpret a statute, "[t]he words of a governing text are of paramount concern, and what they convey, in their context, is what the text means." *Sheik Island Farm, Inc. v. Covington Farm, Inc.*, 429 So. 3d 1095, 1098 (Fla. 2d DCA 2026) (alteration in original) (quoting *Ham v. Portfolio Recovery Assocs.*, 308 So. 3d 942, 946 (Fla. 2020)). "[O]ur first (and often only) step . . . is to ask what the Legislature actually said in the statute, based upon the common meaning of the words used." *Id.* (alteration in original) (quoting *Shepard v. State*, 259 So. 3d 701, 705 3 (Fla. 2018)). "Consistent with this rule, we do not add words to a statute in the guise of interpreting it." *Coates v. R.J. Reynolds Tobacco Co.*, 365 So. 3d 353, 354 (Fla. 2023). Section 627.7152 controls. The statute allows an attorney's fees award where the post-loss claims involve assignments based on "the difference between the judgment obtained by the assignee and the presuit settlement offer." § 627.7152(10)(a). It defines the term "judgment obtained" as the "damages recovered, if any, but does not include any amount awarded for attorney fees, costs, or interest." § 627.7152(1)(e). "Settlement dollars are not synonymous with damages" *Gouty v. Schnepel*, 795 So. 2d 959, 962 (Fla. 2001) (quoting *Wells v. Tallahassee Mem'l Reg'l Med. Ctr., Inc.*, 659 So. 2d 249, 252 (Fla. 1995)). Rather, they are "merely a contractual estimate of the settling tortfeasor's liability" *Id.* (quoting *Wells*, 659 So. 2d at 252). This maxim is applicable here. Master Dry Out sought to dismiss the lawsuit pursuant to the settlement. The parties intended "to resolve controversy and avoid the burden, expense, and annoyance of litigation." State Farm "admit[ted] no liability of any sort." The parties expressly understood that their settlement "compromise[d] . . . doubtful and disputed claims." They "terminate[d] any further controversy respecting all claims for damages that might have heretofore been asserted" (Emphasis added.) Under these circumstances, the settlement was not a "judgment obtained" entitling Master

Dry Out to attorney's fees. See § 627.7152(1)(e), (10)(a). Accordingly, the trial court correctly denied the fee motion. Affirmed. 4 ROTHSTEIN-YOUAKIM and ATKINSON, JJ., Concur. Opinion subject to revision prior to official publication. 5

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