FLORIDA SIXTH DISTRICT COURT OF APPEAL

Dr. Gary Boraks, LLC a/a/o Runnell D. Curry v. Florida Insurance Guaranty Association

Dr. Gary Boraks · No. 6D2024-2504 · Decided April 17, 2026

SUMMARY

The Sixth District Court of Appeal of Florida affirmed a county court judgment involving attorney's fees sought from the Florida Insurance Guaranty Association. The court relied on section 631.70, Florida Statutes, and related precedent holding that attorney's fees under section 627.428 generally do not apply to claims against FIGA, except when FIGA denies a covered claim by affirmative action other than delay.

CASE DETAILS

COURT	Florida Sixth District Court of Appeal
WRITING FOR THE COURT	Per Curiam; Smith, J.; Brownlee, J.; Pratt, J.
JURISDICTION	Florida Sixth District Court of Appeal
DECIDED	April 17, 2026
DOCKET	6D2024-2504
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a judgment of the County Court for Orange County involving a claim against the Florida Insurance Guaranty Association.
PRECEDENTIAL VALUE	published
PARTIES	Dr. Gary Boraks, LLC a/a/o Runnell D. Curry v. Florida Insurance Guaranty Association

TOPICS

insurance · statutory interpretation · remedies · appellate procedure

PRACTICE AREAS

insurance law · appellate practice · statutory interpretation · remedies

QUESTIONS PRESENTED

1. Whether attorney's fees are recoverable on a claim presented to the Florida Insurance Guaranty Association under sections 627.428 and 631.70, Florida Statutes.
2. Whether the damages recoverable from FIGA are subject to the limitations described in Jones v. Florida Insurance Guaranty Association, Inc.

HOLDINGS

1. Attorney's fees under section 627.428 are not available for a claim presented to FIGA unless FIGA denies a covered claim or portion of a covered claim by affirmative action other than delay.
2. FIGA's liability does not extend to attorney's fees to the same extent as an ordinary insurer; any fee award must fall within the limited statutory exception.

KEY QUOTATIONS

> *"The provisions of s[ection] 627.428 providing for an attorney's fee shall not be applicable to any claim presented to the [Florida Insurance Guaranty Association] under the provisions of this part, except when [FIGA] denies by affirmative action, other than delay, a covered claim or a portion thereof."* (2)

> *"With regard to permissible damages in a duty to defend action, we hold that FIGA's liability shall not exceed the policy limits of the insolvent insurer (up to the statutory maximum), plus interest from the date of judgment against the insured"* (2)

FACTUAL BACKGROUND

The opinion concerns a claim presented to the Florida Insurance Guaranty Association arising from an insolvent insurer's obligations. The court addressed the availability of attorney's fees and the statutory limitations governing FIGA claims. The opinion does not provide additional factual detail about the underlying insurance dispute.

PROCEDURAL HISTORY

Dr. Gary Boraks, LLC appealed from the Orange County County Court. The Sixth District Court of Appeal affirmed the lower-court disposition, relying on the statutory limitation on attorney's fees in claims presented to FIGA and Florida Supreme Court precedent concerning permissible damages in FIGA duty-to-defend actions.

DISPOSITION

affirmed

CASES CITED

- Jones v. Fla. Ins. Guar. Ass'n, Inc., 908 So. 2d 435, 438, 453 (Fla. 2005)
- Fla. Ins. Guar. Ass'n, Inc. v. Waterfire Restoration, LLC, 427 So. 3d 996, 998 (Fla. 4th DCA 2025)
- SFR Servs., LLC v. Fla. Dep't of Fin. Servs. o/b/o Avatar Prop. & Cas. Ins. Co., 412 So. 3d 179, 180 n.4 (Fla. 6th DCA 2025)

OPINION

DR. GARY BORAKS, LLC A/A/O RUNNELL D. CURRY v. FLORIDA INSURANCE GUARANTY ASSOCIATION

PER CURIAM.

SIXTH DISTRICT COURT OF APPEAL

STATE OF FLORIDA

Case No. 6D2024-2504 Lower Tribunal No. 2017-SC-012560

DR. GARY BORAKS, LLC a/a/o RUNNELL D. CURRY,

Appellant, v.

FLORIDA INSURANCE GUARANTY ASSOCIATION,

Appellee. Appeal from the County Court for Orange County. Amanda S. Bova, Judge. April 17, 2026 PER CURIAM. AFFIRMED. See § 631.70, Fla. Stat. (2020) ("The provisions of s[ection] 627.428 providing for an attorney's fee shall not be applicable to any claim presented to the [Florida Insurance Guaranty Association] under the provisions of this part, except when [FIGA] denies by affirmative action, other than delay, a covered claim or a portion thereof." (emphasis added)); Jones v. Fla. Ins. Guar. Ass'n, Inc., 908 So. 2d 435, 438, 453 (Fla. 2005) ("With regard to permissible damages in a duty to defend action, we hold that FIGA's liability shall not exceed the policy limits of the insolvent insurer (up to the statutory maximum), plus interest from the date of judgment against the insured (if the payment of such interest is provided for under the policy's supplementary payment provision), as well as statutory interest from the date of judgment against FIGA and any attorneys' fees resulting from FIGA's denial of coverage. . . . Attorney's fees may . . . be awarded pursuant to section 631.70 of the Florida Statutes when FIGA denies a covered claim by affirmative action other than delay. . . . [T]he proper award of damages in the instant matter could have only been a base award of [the policy limit of the insolvent insurer (up to the statutory maximum)], commensurate with [the insolvent insurer's] limit of liability in the underlying policy, plus interest on that amount as provided under the policy's supplementary payment provision, and statutory interest from the date of the judgment against FIGA until payment along with attorney fees due to FIGA's denial of coverage." (citations omitted) (emphasis added)); see generally Fla. Ins. Guar. Ass'n, Inc. v. Waterfire Restoration, LLC, 427 So. 3d 996, 998 (Fla. 4th DCA 2025) ("FIGA is not obligated to pay attorneys' fees to the same extent as an insurer . . . ." (citing § 631.70, Fla. Stat.)); SFR Servs., LLC v. Fla. Dep't of Fin. Servs. o/b/o Avatar Prop. & Cas. Ins. Co., 412 So. 3d 179, 180 n.4 (Fla. 6th DCA 2025) ("[T]he attorney's fees provisions of section 627.428 are not 'applicable to any claim presented to [FIGA],' with a limited exception." (second alteration in original) (quoting § 631.70, Fla. Stat.)); § 631.51(1), Fla. Stat. (stating that one of the statutory 2 "purposes" of the FIGA statute is to "[p]rovide a mechanism for the payment of covered claims under certain insurance policies to avoid excessive delay in payment and to avoid financial loss to claimants or policyholders because of the insolvency of an insurer”). 1 SMITH, BROWNLEE and PRATT, JJ., concur. Chad A. Barr and Dalton L. Gray, of the Law Office of Chad A. Barr, P.A., Altamonte Springs, for Appellant. Megan G. Colter and Dorothy DiFiore, of Quintairos, Prieto, Wood & Boyer, P.A., Tampa, Richard B. Bush, of Bush & Augpsurger, P.A., Tallahassee, and Dylan J. Hall, of Bush & Augpsurger, P.A., Orlando, for Appellee.

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING

AND DISPOSITION THEREOF IF TIMELY FILED

Sections 627.428 and 631.70, Florida Statutes, were repealed effective 1 March 24, 2023. See ch. 2023-15, §§ 11, 24, 31, Laws of Fla. 3