

Third District Court of Appeal

State of Florida

Opinion filed August 27, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-2056
Lower Tribunal No. 20-18242-CC-23

Four Season Water Restoration a/a/o Norman Gonzalez,
Appellant,

vs.

Citizens Property Insurance Corporation,
Appellee.

An Appeal from the County Court for Miami-Dade County, Charles
Kenneth Johnson, Judge.

Cassel & Cassel, P.A., and Michael A. Cassel (Hollywood), for
appellant.

Rothell Law Group, P.A., and Kristi Bergemann Rothell (Greenacres),
for appellee.

Before SCALES, C.J., and LOGUE and BOKOR, JJ.

PER CURIAM.

Affirmed. See Fontainebleau Fla. Hotel LLC v. Westchester Surplus Lines Ins. Co., 408 So. 3d 862, 864 (Fla. 3d DCA 2025) (“Where the policy language is plain and unambiguous, no special rule of construction or interpretation applies, and the court should give the plain language in the contract the meaning it clearly expresses.” (quoting N. Pointe Cas. Ins. Co. v. M & S Tractor Servs., Inc., 62 So. 3d 1281, 1282 (Fla. 2d DCA 2011))); see also You Restorations LLC v. First Protective Ins. Co., 417 So. 3d 358, 367 (Fla. 4th DCA 2025) (concluding that the insured’s failure to protect the property from further damage after learning of the damage within a few weeks of a windstorm prejudiced the insurer); cf. Sec. First Ins. Co. v. Visca, 387 So. 3d 313, 318 (Fla. 4th DCA 2024) (observing that the insured’s duty to act on learning of the damage “is not excused simply because the insured believed the damage was not severe enough to justify filing a claim”).