

Third District Court of Appeal

State of Florida

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

No. 3D24-2297
Lower Tribunal No. 22-29133-CC-25

Premier Mitigation Services, Inc., etc.,
Appellant,

vs.

Citizens Property Insurance Corporation,
Appellee.

An Appeal from the County Court for Miami-Dade County, Gloria Gonzalez-Meyer, Judge.

Giasi Law, P.A., and Melissa A. Giasi (Tampa), for appellant.

Luks, Santaniello, Petrillo, Cohen & Peterfriend, and Edgardo Ferreyra, for appellee.

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

PER CURIAM.

Affirmed. See § 627.7152(2)(c), Fla. Stat. (“(c) If an assignor acts under an urgent or emergency circumstance to protect property from damage and executes an assignment agreement to protect, repair, restore, or replace property or to mitigate against further damage to the property, an assignee may not receive an assignment of post-loss benefits under a residential property insurance policy in excess of the greater of \$3,000 or 1 percent of the Coverage A limit under such policy. For purposes of this paragraph, the term ‘urgent or emergency circumstance’ means a situation in which a loss to property, if not addressed immediately, will result in additional damage until measures are completed to prevent such damage.”); § 627.7152(2)(d), Fla. Stat. (“An assignment agreement that does not comply with this subsection is invalid and unenforceable.”); Total Care Restoration, LLC v. Citizens Prop. Ins. Corp., 357 So. 3d 1260, 1266 (Fla. 3d DCA 2023) (“The trial court properly dismissed Total Care's complaint with prejudice as its breach of contract action was premised upon a statutorily invalid and unenforceable assignment of benefits agreement.”); Spartan Services Corp. v. Citizens Prop. Ins. Corp., 428 So. 3d 218, 220 (Fla. 3d DCA 2026) (“Indeed, a violation of section 627.7152(2) will subject an assignee's claim against an insurer to dismissal for lack of standing.”).