

# Third District Court of Appeal

*State of Florida*

Opinion filed August 19, 2026.  
Not final until disposition of timely filed motion for rehearing.

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No. 3D24-2256  
Lower Tribunal No. 20-19214-CA-01

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**Citizens Property Insurance Corporation,**  
Appellant,

vs.

**Maria Blanco Suarez, et al.,**  
Appellees.

An Appeal from the Circuit Court for Miami-Dade County, Mavel Ruiz,  
Judge.

Traub Lieberman Straus & Shrewsberry LLP, and C. Ryan Jones, and  
David T. Burr (St. Petersburg), for appellant.

The Law Offices of Alonso Martin, and Alonso Martin, for appellees.

Before FERNANDEZ, LOGUE and LOBREE, JJ.

FERNANDEZ, J.

Citizens Property Insurance Company (“Citizens”) appeals the trial court’s order denying its motion for attorney’s fees against Maria Suarez and Christopher Suarez (collectively, “Suarez”), as the trial court determined that Citizens’ proposal for settlement was not made in good faith. We reverse and remand the order on appeal with instructions to grant Citizens’ motion for attorney’s fees.

This appeal concerns a typical homeowner’s insurance policy. In September 2019, Suarez notified Citizens of a loss to their property caused by Hurricane Irma that struck Florida two years prior in September 2017. The policy required Suarez to provide Citizens with prompt notice of any loss and to provide documents upon Citizens’ request. Suarez failed to do either. As a result, Citizens denied coverage.

Suarez sued for breach of contract. Attached to the complaint was an estimate from Suarez’s public adjuster identifying the damages being claimed, totaling \$141,580.36.

Citizens denied that it breached the policy and raised several affirmative defenses. Among those defenses were Suarez’s failure to provide prompt notice of the loss and failure to provide the information and documents requested. According to Citizens, Suarez violated their post loss

obligations under the policy and that resulted in prejudice to Citizens' investigation, which precluded coverage.

In March 2021, Citizens served a proposal for settlement in the amount of \$100.00 to each Plaintiff. Suarez did not accept the proposal. In June 2021, Citizens filed a motion for summary judgment. After depositions were taken, the trial court granted Citizens' motion for summary judgment.

After judgment was entered in its favor, Citizens moved for entitlement to attorney's fees and costs under section 768.79, Florida Statutes (2025), based on Suarez's failure to accept the proposal for settlement. Suarez opposed the motion, asserting that the offer was not made in good faith. After hearing arguments on the motion, the trial court denied Citizens' motion finding that the offer was not made in good faith. This appeal followed.

This Court reviews the trial court's determination that a proposal for settlement was not made in good faith for abuse of discretion. See City of Miami v. Bencomo, 333 So. 3d 758, 760 (Fla. 3d DCA 2022).

We find that the trial court abused its discretion in determining that Citizens' nominal offer was made in bad faith when Suarez's failure to comply with the insurance policy was a reasonable basis for Citizens to offer a nominal settlement amount. See § 768.79, Fla. Stat. (2025); Miccosukee Tribe of Indians of Fla. v. Lewis Tein P.L., 277 So. 3d 299, 302 (Fla. 3d DCA

2019) (“The obligation of good faith merely insists that the offeror have some reasonable foundation on which to base an offer.” (citation omitted)).

Citizens’ reasonable foundation for providing the nominal offer of \$100 per plaintiff was: 1) Suarez’s failure to timely report their claim (waiting two years after the hurricane) and 2) failure to comply with Citizens’ request for documents. These two reasons were the basis of Citizens’ denial of Suarez’s insurance claim from the beginning. Therefore, the trial court’s finding of a lack of good faith partly due to the fact that, “Defendant had not requested any Discovery prior to filing its Proposal for Settlement for a nominal amount,” is irrelevant, as the basis for the nominal amount was apparent prior to Suarez filing suit. The standard as to whether an offer is made in good faith is whether the insurance company has a reasonable basis for a nominal offer, at the time the offer is made. The focus of the analysis is the substance of the reason given for the nominal offer and not on the timing of the offer itself.

This Court’s opinion in State Farm Florida Insurance Company v. Laughlin-Alfonso, 118 So. 3d 314, 315 (Fla. 3d DCA 2013), is a very similar homeowners insurance case, where this Court reversed the trial court’s denial of attorney’s fees after the trial court found that the offer was not made in good faith. In that case, State Farm denied coverage because of the

homeowner's refusal to submit a Sworn Proof of Loss, the homeowner rejected State Farm's settlement offer, and summary judgment was granted on that same basis. In reversing, this Court held:

The terms of the State Farm insurance policy required Laughlin–Alfonso to assist State Farm in its investigation of her claim to the best of her ability before she filed suit. The record reflects that Laughlin–Alfonso did not respond to any of State Farm's requests and failed to submit a Sworn Proof of Loss. Laughlin–Alfonso also failed to respond to State Farm's discovery requests. Additionally, she failed to submit any credible evidence to support her supplemental claim, other than the public adjuster's report.

We thus conclude that State Farm had a reasonable basis to believe that its exposure was nominal and did not act in bad faith when it made the settlement offer to Laughlin–Alfonso.

Id.

In the present case, the trial court reasoned that the public adjuster's estimate demonstrated that Citizens had substantial exposure in this case and therefore concluded that the nominal offer was made in bad faith. Though this Court did not include the amount of the public adjuster's estimate in Laughlin-Alfonso, this Court did not appear to provide any weight to the public adjuster's report. Instead, this Court found that the homeowner's failure to comply with producing the required documents and failure to provide credible evidence was a reasonable basis for State Farm to believe its exposure was nominal. "It is well established that insureds must comply

with conditions precedent to filing a lawsuit against their insurer, including submission of a Sworn Proof of Loss.” Id. (citing to Gonzalez v. State Farm Fla. Ins. Co., 65 So. 3d 608 (Fla. 3d DCA 2011); Edwards v. State Farm Fla. Ins. Co., 64 So. 3d 730, 732–33 (Fla. 3d DCA 2011)).

For the reasons stated, we reverse the trial court’s order denying Citizens’ motion for attorney’s fees as the nominal settlement offer was made in good faith and remand with instructions to grant the motion and set the amount of attorney’s fees in favor of Citizens.

Reversed and remanded with instructions.