

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

FLORIDA INSURANCE GUARANTY ASSOCIATION, INC.,
Appellant,

v.

RESTORE ALL, LLC, a/a/o Antonio Gonzalez,
Appellee.

No. 4D2025-1518

[September 30, 2026]

Appeal from the County Court for the Seventeenth Judicial Circuit,
Broward County; Tabitha B. Eves, Judge; L.T. Case No.
062021CC059595AXXXCE.

Caryn L. Bellus, Benjamin B. Carter, and Elisabeth Reid of Kubicki
Draper, P.A., Miami, for appellant.

Daniel F. Dickenson of The Mineo Salcedo Law Firm, P.A., Davie, for
appellee.

SHAW, J.

Florida Insurance Guaranty Association, Inc. (“Appellant”) appeals the county court’s orders denying its motions to vacate the default and default final judgment. Appellant raised multiple issues on appeal. Because we find the default and the default final judgment void, we do not address the remaining issues. For the reasons discussed more fully below, we reverse and remand with instructions that the default and the default final judgment be vacated.

I. Background

Restore All, LLC (“Appellee”) sued Southern Fidelity Insurance Company (“Southern”) for breach of contract. Southern denied coverage for repairs performed by Appellee. While the lawsuit was ongoing, Southern became insolvent and liquidated. The proceedings were stayed.

On January 13, 2025, the county court granted Appellee's motion to lift the stay and substitute Appellant as the defendant. The county court's order granting Appellee's motion included the following language:

Should Plaintiff timely file its Amended Complaint, then Defendant shall file a responsive pleading or Answer to the Amended Complaint, failing which the Court, on its own Motion pursuant to Fla. R. Civ. P. 1.500(b), shall enter a default against Defendant without further notice or hearing.

On January 15, 2025, Appellant's counsel filed a notice of appearance. On January 23, 2025, Appellee filed its amended complaint against Appellant.

On February 17, 2025, the county court, on its own initiative, entered a default against Appellant. No notice of the application for default existed or was served on Appellant. Shortly after the county court entered the default, Appellant filed a motion to dismiss Appellee's complaint. Appellant also filed multiple motions to vacate the default, all of which the county court denied before entering a default final judgment against Appellant. Appellant then filed motions for rehearing and to set aside and strike the default final judgment, both of which the county court denied.

II. Standards of Review

"We review the entry of a default final judgment for abuse of discretion." *Azure-Moore Invs. LLC v. Hoyen*, 300 So. 3d 1268, 1270 (Fla. 4th DCA 2020). "Whether a judgment is void is a question of law reviewed de novo." *Vercosa v. Fields*, 174 So. 3d 550, 552 (Fla. 4th DCA 2015).

III. Discussion

"A judgment is void if, in the proceedings leading up to the judgment, there is a violation of the due process guarantee of notice and an opportunity to be heard." *Shiver v. Wharton*, 9 So. 3d 687, 690 (Fla. 4th DCA 2009) (citation modified).

Under the 2025 version of Rule 1.500,

When a party against whom affirmative relief is sought has failed to plead or otherwise defend as provided by these rules or any applicable statute or any order of court, the court may enter a default against such party; provided that if such party

has filed or served any document in the action, that party must be served with notice of the application for default.

Fla. R. Civ. P. 1.500(b).

“Any document” includes a notice of appearance. See *Lannquist v. Munyon*, 307 So. 3d 782, 783 (Fla. 4th DCA 2020).

Turan v. Nationstar Mortgage, LLC, 245 So. 3d 959 (Fla. 5th DCA 2018), is instructive for this case. In *Turan*, the defendants filed a motion to dismiss after being served with the complaint. *Id.* at 959. The trial court denied the motion and ordered the defendants to file an answer. *Id.* The trial court’s order stated, “the failure [to file an answer] may result in a judicial default being entered without further notice or hearing.” *Id.* After the defendants failed to timely file their answer, the trial court entered a judicial default without notice. *Id.* On appeal, the Fifth District reversed, holding that a trial court order providing that, in the absence of a timely answer, a judicial default will be automatically entered, is noncompliant with rule 1.500(b). *Id.*; see also *Rangel v. MidFirst Bank*, 187 So. 3d 289, 291 (Fla. 4th DCA 2016) (holding the purported “self-executing” default language contained in court order was not authorized by law); *Universal Prop. & Cas. Ins. Co. v. Dimanche*, 338 So. 3d 408, 413 (Fla. 3d DCA 2022) (finding trial court’s warning of a default in its order was insufficient notice, and the defendant was entitled to notice of the application for default). Because the defendants filed a document in the action, notice of the application of default needed to be served before the trial court entered the default. *Turan*, 245 So. 3d at 959. Notice was not served, and thus the trial court erred in entering the default and the resulting default final judgment. *Id.*

So too here. Appellant filed a notice of appearance on January 15, 2025. A notice of appearance qualifies as “any document” under rule 1.500(b). See Fla. R. Civ. P. 1.500(b); *Lannquist*, 307 So. 3d at 783. That filing entitled Appellant to notice of the application for default. *Turan*, 245 So. 3d at 959. No application even existed in this case, and thus no application was served on Appellant. The self-executing language contained in the county court’s order failed to comply with Rule 1.500(b). See *id.*; *Rangel*, 187 So. 3d at 291; *Dimanche*, 338 So. 3d at 412. Therefore, the county court erred entering the default and default final judgment against Appellant. See *Azure-Moore Invs. LLC*, 300 So. 3d at 1270. The default and the default final judgment are void. See *Shiver*, 9 So. 3d at 690.

IV. Conclusion

The county court erred by denying Appellant's motions to vacate the default and to set aside the default final judgment. Accordingly, we reverse and remand with instructions that the county court vacate the default and default final judgment.

Reversed and remanded with instructions.

GERBER, C.J., and MAY, J., concur.

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Not final until disposition of timely-filed motion for rehearing.