

Case No. 3D2026-1254

**IN THE DISTRICT COURT OF APPEAL OF THE STATE OF
FLORIDA, THIRD DISTRICT**

CITIZENS PROPERTY INSURANCE CORPORATION,

Appellant,

v.

VICTORIA QUINTANA & LUIS RODRIGUEZ,

Appellees.

**SUGGESTION FOR CERTIFICATION TO FLORIDA SUPREME
COURT (PASS-THROUGH JURISDICTION)**

On appeal of a nonfinal order entered by Judge Milton Hirsch in
Case No. 2025-020098-CA-01, Eleventh Judicial Circuit in and for
Miami-Dade County, Florida.

SHUTTS & BOWEN LLP

Counsel for Appellant

Garrett A. Tozier (FBN 104834)
4301 W. Boy Scout Blvd., Ste. 300
Tampa, FL 33607
GTozier@shutts.com
Telephone: (813) 229-8900

Ricky L. Polston (FBN 648906)
Daniel E. Nordby (FBN 14588)
215 S. Monroe St., Ste. 804
Tallahassee, FL 32301
RPolston@shutts.com
DNordby@shutts.com
Telephone: (850) 241-1717

BACKGROUND

Appellant/Defendant Citizens Property Insurance Corporation (“Citizens”)—which the Florida Legislature created as “a government entity that is an integral part of the state, and that is not a private insurance company,” § 627.351(6)(a)1., Fla. Stat.—submits this suggestion for certification of the order on appeal to the Florida Supreme Court for immediate resolution. *See* Art. V, § 3(b)(5), Fla. Const.; Fla. R. App. P. 9.125(c).

The issues on appeal will resolve Plaintiffs’ facial constitutional challenge (procedural due process), which sought to invalidate section 627.351(6)(*ll*) and the arbitration endorsements in Citizens’ property insurance policies adopted under that statute. A.14-20, 28-32, 38-41.¹ Those endorsements allow either Citizens or the claimant to demand mandatory, binding arbitration at Division of Administrative Hearings (“DOAH”) to resolve all aspects of an insurance claim dispute under the Revised Florida Arbitration Code, Chapter 682, Florida Statutes. A.163-164, 189-190.

¹ Citizens cites the appendix as “A.__.”

Since 2024, Citizens has received a barrage of constitutional challenges in hundreds of trial court cases—with claimants often seeking emergency relief at the outset. *See, e.g.*, A.332-460. To date, no claimant has filed an initial brief on the constitutional challenges that have been rejected in 20+ immediately appealable orders. A.461-666. Since the order underlying this appeal is the first to fully resolve a constitutional challenge adverse to Citizens, Citizens can finally file a suggestion under rule 9.125.

The trial court—relying on the fact that DOAH and Citizens are both organized under the executive branch and that Citizens contracts with DOAH to provide these arbitration services as authorized by section 627.351(6)(*l*)2.—concluded that DOAH arbitration under section 627.351(6)(*l*) and Citizens’ endorsement creates an “appearance of impropriety” that amounts to a facial constitutional violation of procedural due process. A.14-20, 28-32.

Citizens will raise two issues on appeal.

First, the court failed to apply well-established contract principles that arbitration agreements are valid waivers of certain constitutional rights, such as access to courts, jury trial, and procedural due process (*i.e.*, procedures to which the parties

contractually agreed in the arbitration endorsement). A.115-121, 319, 326-330.

Second, the court impermissibly expanded the narrow circumstances where the structure of the tribunal overcomes the threshold presumption of impartiality and rises to a constitutional level that facially violates procedural due process. A.124-130, 320-321.

REASONS FOR CERTIFICATION

I. The appeal presents issues of great public importance.

The issues in this appeal are of great public importance because they affect the compelling public interest and purpose that the Florida Legislature found when it created Citizens “to ensure that there is an orderly market for property insurance for residents and businesses of this state,” § 627.351(6)(a), and required Citizens: to operate a residual insurance market, which does not compete with the private insurance market, by providing property insurance at affordable rates to those who cannot obtain insurance from the private market but otherwise in good faith are entitled to property insurance, §§ 627.351(6)(a)1.-2., .351(6)(n)1., .351(1); to “increase the availability of affordable property insurance in this state, while

achieving efficiencies and economies,” § 627.351(6)(a)1.; to ensure that it has “maximum financial resources to pay claims following a catastrophic hurricane,” which “facilitate[s] the remediation, reconstruction, and replacement of damaged or destroyed property in order to reduce or avoid the negative effects otherwise resulting to the public health, safety, and welfare, to the economy of the state,” *id.*; and to minimize the potential for assessing surcharges on Citizens’ policyholders necessary to cover any difference, § 627.351(6)(a)1., (6)(b)3.c., (6)(n)2.

The issues in this appeal will decide the validity of the Florida Legislature’s decision to authorize Citizens to adopt arbitration endorsements allowing for the binding arbitration at DOAH to resolve claim disputes quicker and less costly than trial court litigation, consistent with all of the Florida Legislature’s stated public purposes. A.124-130, 132-143, 189-190.

The issues are important to a broad spectrum of the public: the endorsement was added to hundreds of thousands of Citizens’ residential policies, and more than 2,200 insureds have participated in DOAH arbitrations. A.667-670.

Beyond Citizens, the issues on appeal implicate both the Florida Legislature's adoption of arbitration agreements as "valid, enforceable, and irrevocable," § 682.02(1), and Florida public policy that favors arbitration and thereby helps conserve the limited judicial resources of Florida's trial courts, *see Timber Pines Plaza, LLC v. Zabrzyski*, 211 So. 3d 1147, 1150 (Fla. 5th DCA 2017) ("As a matter of public policy, Florida law favors arbitration as an efficient means of settling disputes because it avoids the delays and expenses of litigation." (cleaned up)).

Separately, the trial court's ruling was premised on Citizens contracting for DOAH's services and the fact that both entities are within the executive branch. A.14-20, 28-32. That presents issues of great public importance because the rationale extends beyond Citizens: the Florida Legislature authorized DOAH to enter into contracts for the services of its ALJs with both Citizens, § 627.351(6)(~~l~~)2., and other public entities across Florida, § 120.65(6), (9), Fla. Stat.

II. The appeal presents issues that will have a great effect on the proper administration of justice.

While great public importance is enough under rule 9.125(e)(2), deciding the issues in this appeal will also have a great effect on the proper administration of justice.

Claimants have greatly affected the proper administration of justice statewide by flooding trial courts with hundreds of emergency motions for temporary injunctions or stay of DOAH arbitration. Trial courts must regularly turn their attention away from other civil litigants when either rejecting motions as non-emergencies or scheduling expedited hearings on these motions. A.332-460. This often occurs separate from hearing Citizens' motion under section 682.03 to compel arbitration, to stay the underlying claim, and to summarily decide these constitutional challenges to the arbitration agreement and section 627.351(6)(*l*)—each of which requires extensive briefing and preparation. *See, e.g.*, A.461-666.

The Florida Supreme Court's immediate resolution of the issues in this appeal would help alleviate the strain on judicial resources. The contractual-waiver issue dispenses with not only procedural due process challenges but also alleged violations of the rights to jury trial

or access to courts—the most common constitutional challenges to DOAH arbitration. A.461-666; *Kaplan v. Kimball Hill Homes Fla., Inc.*, 915 So. 2d 755, 761 (Fla. 2d DCA 2005) (Canady, J.) (“[A]n agreement to arbitrate necessarily is understood to involve the relinquishment of the rights of access to courts and trial by jury.... Similarly, the Kaplans have no viable claim that a process to which they specifically agreed violates their constitutional due process rights.”).

III. The Florida Supreme Court should immediately resolve these constitutional issues.

Under rule 9.125(e)(1), this Court should certify this appeal for immediate resolution. Since this appeal involves the validity of section 627.351(6)(*l*) that authorized the policy endorsement, the Florida Constitution contemplates Florida Supreme Court review even without a district court conflict, granting (i) mandatory jurisdiction if this Court disagreed with Citizens’ arguments, or (ii) discretion to exercise its jurisdiction if this Court agreed with Citizens. Art V, § 3(b)(1), (3), Fla. Const.

While this Court is capable of deciding these issues, the Court should not wait and allow the potential for conflicting district court decisions to develop.

Floridians, and the court system itself, should not have to wait for a final resolution of these facial constitutional challenges to DOAH arbitration—a process designed to quickly resolve claim disputes, even those resulting from a major hurricane, consistent with the Florida Legislature’s compelling public interest and purpose in section 627.351(6)(a).

CERTIFICATION

The undersigned counsel for Citizens express a belief, based on a reasoned and studied professional judgment, that this appeal requires immediate resolution by the supreme court, is of great public importance, and will have a great effect on the administration of justice throughout the state.

CONCLUSION

The Court should certify the order for immediate resolution by the Florida Supreme Court.

Respectfully submitted,

SHUTTS & BOWEN LLP
Counsel for Appellant

/s/ Garrett A. Tozier

Garrett A. Tozier (FBN 104834)

4301 W. Boy Scout Blvd., Ste. 300

Tampa, FL 33607

Telephone: (813) 229-8900

GTozier@shutts.com

KKickel@shutts.com

/s/ Ricky L. Polston

Ricky L. Polston (FBN 648906)

/s/ Daniel E. Nordby

Daniel E. Nordby (FBN 14588)

215 S. Monroe St., Ste. 804

Tallahassee, FL 32301

Telephone: (850) 241-1717

RPolston@shutts.com

DNordby@shutts.com

SMartin@shutts.com

CERTIFICATE OF SERVICE

I certify that on June 18, 2026, this document has been filed and served by the E-Filing Portal to: Vin Roy Venkatesh, Esq., Property Litigation Group, PLLC, 2750 SW 145th Ave., Suite 509, Miramar, FL 33207, service@plglawyersfl.com, *Counsel for Appellees*; and served by the E-Filing Portal and U.S. mail to: James Uthmeier, Office of the Attorney General, 107 West Gaines Street, Tallahassee, FL 32301, oag.civil.eserve@myfloridalegal.com; *Attorney General for the State of Florida*.

/s/ Garrett A. Tozier

CERTIFICATE OF COMPLIANCE

I certify that this document complies with the requirements of Florida Rules of Appellate Procedure 9.045(b) and (e) and 9.125(e) because it was prepared using Bookman Old Style 14-point font and because the word count from the word-processing system used to prepare this document is 1,289.

/s/ Garrett A. Tozier