

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO  
FILE MOTION FOR REHEARING AND  
DISPOSITION THEREOF IF FILED

CITIZENS PROPERTY INSURANCE  
CORPORATION,

Appellant/Cross-Appellee,

v.

Case No. 5D16-2555

BRUCE THORNE AND JOY THORNE,

Appellees/Cross-Appellants.

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Opinion filed December 21, 2018

Appeal from the Circuit Court  
for Hernando County,  
Richard Tombrink, Jr., Judge.

Kara Berard Rockenbach, of Methe &  
Rockenbach, P.A., West Palm Beach,  
for Appellant/Cross-Appellee.

George A. Vaka and Nancy A. Lauten,  
of Vaka Law Group, Tampa, for  
Appellees/Cross-Appellants.

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BRUCE THORNE AND JOY THORNE,

Appellants,

v.

Case No. 5D17-2740

CITIZENS PROPERTY INSURANCE  
CORPORATION,

Appellee.

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Opinion filed December 21, 2018

Appeal from the Circuit Court  
for Hernando County,  
Donald Scaglione, Judge.

George A. Vaka and Nancy A. Lauten, of  
Vaka Law Group, Tampa, for Appellants.

Kara Berard Rockenbach, of Link &  
Rockenbach, P.A., West Palm Beach, for  
Appellee.

PER CURIAM.

We have before us two related appeals. In case number 5D16-2555, Citizens Property Insurance Corporation (Citizens) appealed the final judgment entered by the trial court following a jury verdict<sup>1</sup> in favor of Bruce and Joy Thorne for breach of their homeowner's insurance policy. The Thornes cross-appealed arguing that the trial court improperly required them to enter into a sinkhole repair contract before Citizens would pay the judgment. Later, Citizens voluntarily dismissed its appeal. In case number 5D17-2740, the Thornes timely appealed the trial court's subsequent order enforcing the final judgment and threatening sanctions.

Considering Citizens' representations during oral argument,<sup>2</sup> we affirm entry of the final judgment but remand with instructions to enter a corrected order. The corrected

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<sup>1</sup> The jury verdict was in excess of policy limits but was remitted to the policy limits in the final judgment.

<sup>2</sup> Citizens' counsel stated:

I am authorized by my client to be bound by my statement today, the same as appellate counsel for Citizens in Ringelman. We will pay the actual cost. We want the repair

order shall reflect that when the Thornes provide Citizens with a signed contract to complete the necessary repairs, Citizens shall pay that amount. See Ringelman v. Citizens Prop. Ins. Corp., 228 So. 3d 602, 606 (Fla. 5th DCA 2017). However, because a trial court may not alter the substance of a final judgment or interfere with the appellate court's authority or the rights of a party that are under consideration by the appellate court, we vacate the subsequent sanctions order for lack of jurisdiction. See Jallali v. Knightsbridge Vill. Homeowners' Ass'n, 152 So. 3d 808, 809 (Fla. 4th DCA 2014) (holding that trial court lacked jurisdiction to enter amended final judgment where appeal of original judgment was pending and appellate court had not relinquished jurisdiction); Schultz v. Schickedanz, 884 So. 2d 422, 424 (Fla. 4th DCA 2004) ("[A] trial court is divested of jurisdiction upon notice of appeal *except* with regard to those matters which do not interfere with the power and authority of the appellate court or with the rights of a party to the appeal which are under consideration by the appellate court." (quoting Palma Sola Harbour Condo., Inc. v. Huber, 374 So. 2d 1135, 1138 (Fla. 2d DCA 1979))).

AFFIRMED, in part, and REMANDED with Instructions; SANCTIONS ORDER VACATED.

EVANDER, BERGER and GROSSHANS, JJ., concur.

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contract consistent with what the jury rendered. The jury found the necessary repair. We will get it done.