

IN THE SECOND DISTRICT COURT OF APPEAL, LAKELAND, FLORIDA

August 31, 2016

CITIZENS PROPERTY INSURANCE )  
CORPORATION, )  
 )  
Appellant, )  
 )  
v. )  
 )  
JAMES STIEBEN and JESSICA )  
STIEBEN, )  
 )  
Appellees. )  
 )  
\_\_\_\_\_ )

Case No. 2D14-4412

BY ORDER OF THE COURT:

Upon consideration of the motion for clarification of July 6, 2016, decision filed by Appellees on July 18, 2016,

IT IS ORDERED that the motion is granted. Accordingly, the opinion dated July 6, 2016, is withdrawn, and the attached opinion is substituted therefor. No further motions will be entertained.

I HEREBY CERTIFY THE FOREGOING IS A TRUE COPY OF THE ORIGINAL COURT ORDER.

\_\_\_\_\_  
MARY ELIZABETH KUENZEL, CLERK

c: Kara Berard Rockenbach and Lauren J. Smith  
George A. Vaka and Nancy A. Lauten  
Kenneth C. Thomas, Jr.

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
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CITIZENS PROPERTY INSURANCE )  
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JAMES STIEBEN and JESSICA STIEBEN, )  
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Appellees. )  
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Case No. 2D14-4412

Opinion filed August 31, 2016.

Appeal from the Circuit Court for Pasco  
County; Linda H. Babb, Judge.

Kara Berard Rockenbach and Lauren  
J. Smith of Methe & Rockenbach, P.A.,  
West Palm Beach, for Appellant.

George A. Vaka and Nancy A. Lauten  
of Vaka Law Group, Tampa, and  
Kenneth C. Thomas, Jr., of Marshall  
Thomas, PL, Tampa, for Appellees.

SILBERMAN, Judge.

Citizens Property Insurance Corporation seeks review of a final judgment awarding the insureds, James and Jessica Stieben, \$233,610.02 in damages for breach of a homeowner's insurance policy. The cause of action arose after the parties disagreed as to the appropriate method of repairing sinkhole damage. We affirm the final judgment in all respects save for the award of money damages. We reverse to the

extent that the trial court entered judgment for damages payable directly to the Stiebens without regard to the policy's loss settlement provision. See Citizens Prop. Ins. Corp. v. Blaha, 41 Fla. L. Weekly D885, D887 (Fla. 2d DCA Apr. 8, 2016); Citizens Prop. Ins. Corp. v. Amat, 41 Fla. L. Weekly D448, D450 (Fla. 2d DCA Feb. 19, 2016); Tower Hill Select Ins. Co. v. McKee, 151 So. 3d 2, 4 (Fla. 2d DCA 2014), review denied, 163 So. 3d 511 (Fla. 2015). Under this provision, Citizens only has the obligation to pay for repairs as the work is performed under a subsurface repair contract. Blaha, 41 Fla. L. Weekly at D887; Amat, 41 Fla. L. Weekly at D450.

The Stiebens are entitled to an enforceable money judgment in their favor for damages other than subsurface repairs, as conceded by Citizens, as well as a judgment for the subsurface repairs reflecting that Citizens is obligated to pay for repairs as the work is performed pursuant to a subsurface repair contract.

Affirmed in part, reversed in part, and remanded.

WALLACE and BLACK, JJ., Concur.