

Third District Court of Appeal

State of Florida

Opinion filed December 4, 2019.
Not final until disposition of timely filed motion for rehearing.

No. 3D19-1161
Lower Tribunal No. 18-31436

Modesto Leon, et al.,
Appellants,

vs.

Citizens Property Insurance Corporation,
Appellee.

An Appeal from a non-final order from the Circuit Court for Miami-Dade County, Martin Zilber, Judge.

Weinstein Law, P.A., and Morgan Weinstein (Fort Lauderdale), for appellants.

Williams, Leininger & Cosby, P.A., and Carri S. Leininger (North Palm Beach), for appellee.

Before EMAS, C.J., and MILLER and GORDO, JJ.

PER CURIAM.

Affirmed. See Premier Compounding Pharmacy, Inc. v. Larson, 250 So. 3d 94, 97 (Fla. 4th DCA 2018) (“As a general rule, contractual provisions are severable, where the illegal portion of the contract does not go to its essence, and, with the illegal portion eliminated, there remain valid legal obligations.”) (quoting Fonte v. AT & T Wireless Servs., Inc., 903 So. 2d 1019, 1024 (Fla. 2005)). See also Shotts v. OP Winter Haven, Inc., 86 So. 3d 456, 459 (Fla. 2011) (“Although the agreement in this case contains a severability clause, the [] provision [at issue] goes to the very essence of the agreement. If the provision were to be severed, the trial court would be forced to rewrite the agreement and to add an entirely new set of procedural rules and burdens and standards, a job that the trial court is not tasked to do. Further, if the provision were to be severed, the trial court would be hard pressed to conclude with reasonable certainty that, with the illegal provision gone, ‘there still remains of the contract valid legal promises on one side which are wholly supported by valid legal promises on the other’—particularly, when those legal promises are viewed through the eyes of the contracting parties”) (citations omitted) (quoting Local No. 234 v. Henley & Beckwith, Inc., 66 So. 2d 818, 821-22 (Fla. 1953)).