

**IN THE SUPREME COURT OF FLORIDA**  
**Case Number: SC21-172**  
DCA Case No.: 2D19-130  
LT Case No.: 11-2018-CA-01198-0001

JON DOUGLAS PARRISH,

Petitioner,

v.

STATE FARM FLORIDA INSURANCE COMPANY,

Respondent.

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UNOPPOSED MOTION OF FLORIDA PROPERTY AND CASUALTY  
ASSOCIATION AND PERSONAL INSURANCE FEDERATION OF  
FLORIDA FOR LEAVE TO FILE AN AMICI CURIAE BRIEF IN  
SUPPORT OF RESPONDENT

Pursuant to Rule 9.370, Florida Rules of Appellate Procedure, the Florida Property and Casualty Association and the Personal Insurance Federation of Florida file this unopposed motion for leave to file a brief as *amici curiae* in support of Respondent State Farm Florida Insurance Company and state:

1. The Florida Property and Casualty Association (“FPCA”) is an industry trade group comprised of Florida-based insurance companies that write either automobile or homeowner policies.

Established in 1997, the organization's mission is to foster and promote a healthy, competitive insurance market in the State of Florida. Of significance to this case, the FPCA's Homeowners Division consists of 11 domestic insurers that collectively represent approximately 40% of all homeowners insurance written in this state. The FPCA works to educate Florida lawmakers, regulators, and consumers on issues and policies that affect the availability and ongoing affordability of property and casualty insurance. The FPCA takes a proactive approach to creating and maintaining a stable and competitive marketplace for insurers and consumers alike.

2. The Personal Insurance Federation of Florida, Inc. ("PIFF"), is a non-profit coalition of property and casualty insurers and a leading voice for the personal lines property and casualty insurance industry in Florida. PIFF represents national insurance carriers and their subsidiaries, including many of the state's top writers of residential property insurance. The organization is dedicated to improving Florida's personal lines market by ensuring company solvency and expanding the availability of coverage through competitive pricing. PIFF advocates for a healthy and competitive insurance marketplace for the benefit of Florida consumers.

3. The district court held that “a public adjuster that has a contingency interest in an insured's appraisal award or represents an insured in an appraisal process is not a “disinterested appraiser” under this insurance policy's appraisal provision.” *State Farm Florida Ins. Co. v. Parrish*, 312 So. 3d 145, 151 (Fla. 2d DCA 2021). The district court certified conflict with *Brickell Harbour Condominium Ass’n v. Hamilton Specialty Ins. Co.*, 256 So. 3d 245 (Fla. 3d DCA 2018), “to the extent it holds that a public adjuster who has a contingency interest in an insured's appraisal award or represents an insured in an appraisal process can serve as a “disinterested appraiser” under a policy's appraisal provision.” The resolution of this conflict will affect many of the *amici* member companies since many of the companies have appraisal provisions in their insurance policies and use the appraisal process to resolve claim disputes.

4. *Amici* have filed *amicus curiae* briefs in other cases in this Court and the district court of appeal on this issue raised in this case. See, *State Farm Florida Insurance Company v. Sanders*, Case No. SC20-596, 2021 WL 4824155 (Fla. October 18, 2021); *State Farm Florida Insurance Company v. Sanders*, 327 So.3d 342 (Fla. 3d DCA 2020).

5. *Amici* have a shared interest in a consistent, reasonable interpretation of Florida law regarding the interpretation of appraisal provisions in insurance contracts. *Amici* believe they can assist the Court in resolving the conflict in a manner that is consistent with legal precedent and public policy by (a) offering the perspective of property and casualty insurers doing business in Florida, nationwide, and globally and (b) describing the impact of the district court's ruling on the insurance industry.

6. *Amici* will demonstrate that a better interpretation of the history of the appraisal provisions in insurance contracts, case law in Florida, and case law in other states support a holding that a disinterested appraiser cannot receive a contingency fee from the appraisal award. Such a holding will allow the appraisal process to function as it is intended and benefit insurance consumers throughout the state.

7. *Amici* believe the rights of their members are inextricably linked to the Court's resolution of the conflict between this case and cases from the Third District Court of Appeal. The FPCA/PIFF brief will focus on issues related to the entire industry and will not focus on fact-specific issues relating only to this case.

8. Undersigned counsel has consulted with counsel for the parties. Mark A. Boyle, counsel for Petitioner, and Kara Rockenbach Link, counsel for Respondent **do not object** to the filing of a brief by the FPCA and PIFF. For these reasons, *amici* move that this Court grant leave to file and enter an order allowing the FPCA and the PIFF to file a brief in support of Respondent.

#### Certificate of Service

I HEREBY CERTIFY that a true and correct copy of this motion was served via Florida's e-filing portal this 8th day of February 2022 to:

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Certificate of Compliance

I HEREBY CERTIFY that this motion is filed in Bookman Old  
Style 14-point font.

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