

Corey K. Setterlund

Shareholder

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As a member of the firm's Professional Liability Department, Corey focuses her practice on representing and defending insurance companies in insurance coverage disputes and first-party property litigation.

Corey is a 2005 graduate of Florida Atlantic University where she received her bachelors' degree in History and Political Science. She received her *juris doctor* in 2011 from Nova Southeastern University's Shepard Broad Law Center. While in law school, Corey was a subscriptions and articles editor for the *ILSA Journal for International and Comparative Law*. She also interned at the Broward County Court Family Law division under Judge Melinda Kirsch-Brown.

Outside of the office, Corey is a passionate ultra marathon runner. In May 2019, she was the #1 overall female finisher and the second overall finisher in the Dunes 50 Miler, an off-road running race in Hobe Sound, Florida. The course includes hard-packed single track trails and several miles of rolling loose sugar sand dunes. Corey finished the 50-mile course in a little over 14 hours.

Education

- Nova Southeastern University Shepard Broad College of Law (J.D., 2011)
- Florida Atlantic University (B.A., 2005)

Admissions

- Florida, 2011
- U.S. District Court Southern District of Florida, 2011
- U.S. District Court Northern District of Florida, 2020
- U.S. District Court Middle District of Florida, 2021

Practices

- Insurance Services – Coverage & Bad Faith Litigation
- First-Party Property

Honors & Awards

- The Best Lawyers: Ones to Watch®, Insurance Law (2022-2025)

Published Works

- “Florida’s New Property Insurance Statute Changes Entitlement to Attorney’s Fees and Costs in First Party Homeowner’s Insurance Cases,” *Defense Digest*, Vol. 27, No. 5, December 2021
- “Help for Florida Insurers Drowning in Water Damage Claims,” *Insurance Journal*, Florida Edition, November 2019
- “Scope! Scope! Scope! *Diaz v. Florida Peninsula Insurance Company* and Its Effect on the Insurer’s Option to Repair,” *Defense Digest*, Vol. 23, No. 3, September 2017

Results

Secured judgment on the pleadings and final judgment for an insurance carrier in a complex first-party property damage claim involving residential roof and interior damage.

We secured an order granting motion for judgment on the pleadings and final judgment in favor of an insurance carrier in a complex first-party property loss case involving a residential roof and interior damage claim. The carrier initially provided coverage for damage to the insured’s metal porch roof caused by a fallen tree branch. Several months later, however, the plaintiff reported additional damage to the home’s shingle roof and interior, which the carrier denied. In response to the lawsuit, we asserted several affirmative defenses, including that the carrier had properly paid the covered portion of the loss, that the delayed reporting of the additional damage prejudiced the carrier’s ability to investigate the claim, and that policy exclusions applied to the shingle roof and interior damage. The plaintiff failed to file a reply addressing those affirmative defenses. The defense moved for judgment on the pleadings, arguing that the plaintiff had therefore failed to challenge or otherwise avoid the new matters raised by the carrier. The court agreed, granted the motion and entered final judgment in favor of our client.

Thought Leadership

June 11, 2026

Court Reaffirms That Actual Cash Value Includes Labor and Overhead, Not Just Materials

March 1, 2026

Sixth DCA Affirms Insureds May Present Replacement-Cost Evidence After

Wrongful Claim Denial

December 1, 2025

Florida Court Upholds Summary Judgment: EUO Admission of Misrepresented Address Deemed Admissible Evidence

September 1, 2025

Appeals Court Upholds Dismissal of Homeowner's Lawsuit Under Invited Error Doctrine

June 1, 2025

Fourth District Court of Appeal Reinstates Insurer's Prompt Notice Defense, Reverses Trial Court's Waiver Finding

March 1, 2025

Waiver of Civil Remedy Notice Defenses: Florida Court Rules Against Insurer in Bad Faith Case.

December 1, 2024

Fifth District Court of Appeal found it was error to apply §627.70152 retroactively to the policy in this case and reversed the summary judgment entered below and remand for further proceedings.

September 1, 2024

Trial court erred in entering final summary judgment as insurer was deprived of its entitlement to due process by not receiving proper notice and a reasonable amount of time to respond.

August 1, 2024

Third District Rules that an Appraisal Award Constitutes a Favorable Resolution in a First-Party Action for Benefits

July 1, 2024

District Court finds that trial court's order lacked specificity, stressing that when a party asserts privilege objections, the trial court must make specific findings to support the overruling of those objections.

June 1, 2024

Circuit Court of Appeals finds Fla. Stat. § 627.70132 does not require notice of a supplemental claim to include an estimate of damages.

May 1, 2024

Fifth District Court of Appeals overturned trial court's dismissal of insured's complaint as the policy's loss payment provision included a provision for statutory interest.

December 1, 2021

Florida's New Property Insurance Statute Changes Entitlement to Attorney's Fees and Costs in First Party Homeowner's Insurance Cases

February 2, 2021

In a Win for Insurers, the Florida Supreme Court Affirms that Carriers Are Bound Only By the Express Terms of the Contract