

IN THE COUNTY COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

THE KIDWELL GROUP, LLC,
d/b/a AIR QUALITY ASSESSORS OF FLORIDA,
a/a/o JENNIFER GLANTZ,
Plaintiff,

Case No.: 2021-CC-002434

v.

STATE FARM FLORIDA INSURANCE COMPANY,
Defendant.

2022 OCT 18 PM 4:41
CLERK OF COUNTY COURT
LEON COUNTY, FLORIDA

FILED

ORDER ON DEFENDANT'S MOTION FOR FINAL SUMMARY JUDGMENT

THIS CAUSE came to be heard on Defendant's Motion for Final Summary Judgment filed May 10, 2022. A hearing was conducted on October 6, 2022. The Court, having heard the argument of counsel, having reviewed the court file and being otherwise advised in the premises, finds as follows:

FINDINGS OF FACT

This is a breach of contract action stemming from a first-party property homeowners insurance claim dispute wherein Plaintiff claimed to be the assignee of the homeowners/insureds pursuant to an assignment of benefits ("AOB").

The AOB was signed by Defendant's insured, Jennifer Glantz, and Mathew Moore, a representative of Air Quality Assessors ("AQA"), on November 18, 2020.

Additionally, on November 18, 2020, AQA presented Ms. Glantz with invoice # 000027703I for an "Engineer Report" in the amount of \$3,500. The invoice states that payment is due within 30 days.

On or about October 13, 2021, Plaintiff filed the instant Action seeking to recover \$3,500.00 for the preparation of Forensic Engineering Report for Defendant's insured.

CONCLUSIONS OF THE LAW

Florida Statutes § 627.7152 was created during the 2019 Legislative session and became law on July 1, 2019.

Plaintiff's AOB was executed by the insured after July 1, 2019 and is an assignment agreement as defined by Florida Statutes § 627.7152(1)(b); therefore, Plaintiff's AOB is governed by Florida Statutes § 627.7152. See *The Kidwell Group, LLC d/b/a Air Quality Assessors of Florida, a/a/o Maria Amadio v. Olympus Ins. Co.*, 2022 WL 2897749 (Fla. 5th DCA

July 22, 2022); and *The Kidwell Group, LLC d/b/a Air Quality Assessors of Florida a/a/o Robert and Maureen Mucciaccio v. American Integrity Ins. Co. of Fla.*, 2022 WL 4281847 (Fla. 2d DCA September 16, 2022).

Therefore, in order for Plaintiff's AOB to be valid and convey standing to bring the instant Action against Defendant, it must comply with all of the requirements set forth under Florida Statutes § 627.7152.

Florida Statutes § 627.7152(2)(a), explicitly enumerates what must be included in an assignment agreement or what is commonly referred to as an AOB. Those requirements include, but are not limited to, "(4)... a written, itemized, per-unit cost *estimate* of the services to be performed by the assignee." (emphasis added).

However, Plaintiff's AOB, fails to "[c]ontain a written, itemized, per-unit cost estimate of the services to be performed by the assignee," as required under Florida Statutes § 627.7152(2)(a)4. Instead, the AOB included an invoice. One does not even need to go as far as a dictionary to know that an estimate and an invoice are not the same thing. An estimate provides an approximation for how much something will cost. An invoice tells how much something did cost. Although Plaintiff's invoice bears the same generation date as the date the insured purportedly signed the AOB, the terms on the face of the invoice clearly present it to be a document demanding payment for services *already performed*, not providing an estimated cost of prospective "services to be performed by" Plaintiff.

At the hearing the Plaintiff argued that an invoice is better than an estimate and therefore the Court should find that by providing an invoice the Plaintiff substantially complied with Florida Statutes § 627.7152(2)(a)4; however, the Court disagrees. See *The Kidwell Group, LLC d/b/a Air Quality Assessors of Florida a/a/o Ben Kivovitz v. United Property Casualty Ins. Co.*, 343 So.3d 97 (Fla. 4th DCA 2022). The Court is not in the business of determining if an invoice is better than an estimate. The Court must follow the plain meaning of the statute as enacted. *GTC, Inc. v. Edgar*, 967 So. 2D 781, 785 (Fla.2007).

Therefore, Plaintiff's AOB fails to comply with Florida Statutes § 627.7152(2)(a)4, rendering the AOB "*invalid and unenforceable*," under Florida Statutes § 627.7152(2)(d).

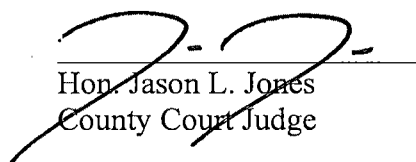
As such, Plaintiff does not have standing to bring the instant Action against Defendant for breach of the underlying insurance policy entered into by Defendant and the named insured. *Gables Insurance Recovery, Inc. v. Citizens Prop. Ins. Corp.*, 261 So.3d 613, 616 (Fla. 3d DCA 2018).

It is therefore **ORDERED AND ADJUDGED** that:

- Defendant's Motion is GRANTED;
- The Court hereby enters Final Judgment in favor of Defendant, STATE FARM FLORIDA INSURANCE COMPANY;

- Plaintiff, THE KIDWELL GROUP, LLC, d/b/a AIR QUALITY ASSESSORS OF FLORIDA, a/a/o JENNIFER GLANTZ, shall take nothing by this action and Defendant shall go hence without day; and
- The Court reserves jurisdiction on attorney fees and costs.

DONE and ORDERED in Chambers at Leon County, Florida on this 18 day of October, 2022.


 Hon. Jason L. Jones
 County Court Judge

Copies furnished to:

Hans Kennon	hkennon@forthepeople.com
	twerle@forthepeople.com
	jrichardson@forthepeople.com
Kurt Michael Ciell	kciell@kelleykronenberg.com
	klkeservice@kklaw.com
Katherine L Koener	kkoener@kelleykronenberg.com