

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

THE KIDWELL GROUP, LLC, d/b/a
AIR QUALITY ASSESSORS OF FLORIDA,
a/a/a NATLYN JONES,
Plaintiff,

Case No.: 2021 CC 003615

v.

STATE FARM FLORIDA INSURANCE COMPANY,
Defendant.

ORDER ON DEFENDANT'S MOTION FOR FINAL SUMMARY JUDGMENT

THIS CAUSE came to be heard on Defendant, STATE FARM FLORIDA INSURANCE COMPANY's ("State Farm"), Motion for Final Summary Judgment filed September 8, 2021. A hearing was conducted on November 23, 2021. The Court, having heard the argument of counsel, having reviewed the court file and being otherwise advised in the premises, finds as follows:

1. On July 1, 2021, THE KIDWELL GROUP, LLC, d/b/a AIR QUALITY ASSESSORS OF FLORIDA ("AQA"), filed the instant Action seeking to recover \$5,000.00 for the preparation of an Indoor Environmental Assessment and a Forensic Engineering Report for State Farm's insured, NATLYN JONES.

2. AQA filed suit against State Farm claiming to be an assignee of post-loss insurance benefits due under a policy issued by State Farm to State Farm's insured.

3. Both Parties agree that the contract relied upon by AQA to claim standing to file this action was executed by State Farm's insured on October 12, 2021.

4. In order for AQA to have received a valid assignment of post-loss insurance benefits, the underlying assignment contract between AQA and State Farm's insured must have complied with all of the requirements set forth in Florida Statutes § 627.7152.

5. As set forth under Florida Statutes § 627.7152(2)(a), those requirements include, but are not limited to, the following:

Fl. Stat. §627.7152 Assignment agreements. -

...

(2)(a) An assignment agreement must:

...

4. Contain a written, itemized, per-unit cost estimate of the services to be performed by the assignee.

6. The contract upon which AQA claims to have received a post-loss assignment of insurance benefits from State Farm's insured does not "[c]ontain a written, itemized, per-unit cost estimate of the services to be performed by the assignee."

7. Rather, AQA points to two separate invoices of the services allegedly provided to State Farm's insured.

8. Said invoices were purportedly generated on October 14, 2020 and December 29, 2020, respectively; therefore, neither existed on the date State Farm's insured executed AQA's assignment of benefits contract.

9. As the creation of both invoices post-date the apparent execution of the contract upon which AQA claims to have received a post-loss assignment of insurance benefits from State Farm's insured, they do not sufficiently satisfy the statutory requirement for the assignment contract to "[c]ontain a written, itemized, per-unit cost estimate of the services to be performed by the assignee," as set forth by Florida Statutes § 627.7152(2)(a)4.

10. Therefore, the purported assignment agreement executed between AQA and State Farm's insured is "invalid and unenforceable," according to Florida Statutes § 627.7152(2)(d).

11. AQA, therefore, does not have standing to sue State Farm for breach of contract with respect to the underlying insurance policy.

It is therefore **ORDERED AND ADJUDGED** that Defendant, STATE FARM FLORIDA INSURANCE COMPANY's Motion for Final Summary Judgment 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/a NATLYN JONES, shall take nothing by this action and Defendant shall go hence without day.

The Court reserves jurisdiction on attorney fees and costs.

DONE and ORDERED in Chambers at Escambia County, Florida,



eSigned by COUNTY COURT JUDGE BARRY EARL DICKSON JR. in 2021 CC 003615 on 12/02/2021 09:55:34 mEst-llj

Hon. Barry E. Dickson, Jr.
County Court Judge

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