

IN THE COUNTY COURT OF THE 5TH
JUDICIAL CIRCUIT IN AND FOR SUMTER
COUNTY, FLORIDA

Case No.: 2021-CC-001023

THE KIDWELL GROUP LLC D/B/A AIR
QUALITY ASSESSORS OF FLORIDA
A/A/O RUTH SRULEVITCH,

Plaintiff,

v.

STATE FARM FLORIDA INSURANCE
COMPANY,

Defendant.

_____ /

AMENDED ORDER ON MOTIONS
(Amended to Correct County Ordered In)

THIS CAUSE came to be heard on two motions: (1) Defendant's *Motion to Dismiss, or in the Alternative, Strike, Plaintiff's Amended Complaint* ("Motion to Strike") filed on June 10, 2022; and (2) Defendant's *Motion for Final Judgment on the Pleadings* ("Motion for Judgment on the Pleadings") filed on March 22, 2022. A hearing was conducted June 15, 2022. The Court, having heard the argument of counsel, having reviewed the court file and being otherwise advised in the premises, finds as follows:

1. Plaintiff's Amended Complaint was not reflected on this Court's docket, and the Parties agree that the issues argued in connections to Defendant's Motion for Judgment on the Pleadings would still be raised even if this Court were to deny Defendant's Motion to Strike. Therefore, per agreement of the Parties, this Court granted the Motion to Strike, and the hearing continued with respect to Defendant's Motion for Judgment on the Pleadings as to Plaintiff's Initial Complaint ("Plaintiff's Complaint").

2. As to the assignment agreement attached as an exhibit to Plaintiff's Complaint, the Court finds that it is governed by, and therefore must comply with, the provisions of Fl. Stat. §627.7152. *See Total Care Restoration, LLC a/a/o Annie Griffiths v. Citizens Property Ins. Corp.*, 337 So.3d 74 (Fla. 4th DCA 2022).

3. The Court finds that the assignment agreement attached as an exhibit to Plaintiff's Complaint fails to comply with all of the requirements set forth under Fl. Stat. §627.7152(2)(a), rendering it "invalid and unenforceable" under Fl. Stat. §627.7152(2)(d).

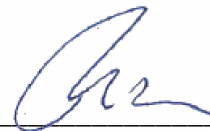
4. As such, Plaintiff does not have standing to bring the instant Action against Defendant for breach of the underlying insurance policy entered into by Defendant and the named insured. *Gables Insurance Recovery, Inc. v. Citizens Prop. Ins. Corp.*, 261 So.3d 613 (Fla. 3d DCA 2018)

WHEREFORE, it is hereby **ORDERED AND ADJUDGED** that:

- Defendant's *Motion to Dismiss, or in the Alternative, Strike, Plaintiff's Amended Complaint* is GRANTED; and
- Defendant's *Motion for Final Judgment on the Pleadings* is GRANTED;
- Final judgment is hereby rendered and granted for Defendant, STATE FARM FLORIDA INSURANCE COMPANY and against Plaintiff. Plaintiff shall take nothing by this action and Defendant shall go hence without day. The Court reserves jurisdiction on Defendant's entitlement to recover its reasonable attorney fees and costs from and against the Plaintiff, pursuant to applicable Florida law.

DONE and **ORDERED** in Chambers, at Sumter County, Florida on this 5th day of July,

2022. *Nunc Pro Tunc* June 27, 2022



Hon. Paul Militello
COUNTY JUDGE

cc: Kurt M. Ciell, Esq. (kciell@kelleykronenberg.com)
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