

Supreme Court of Florida

MONDAY, JULY 29, 2019

CASE NOS.: SC18-1624; SC18-1623

Lower Tribunal No(s):

4D17-1113;

562016CA002098BCXXXX

RESTORATION 1 OF PORT ST. LUCIE, ETC. vs. ARK ROYAL INSURANCE COMPANY

Petitioner(s)/Cross-Respondent(s)

Respondent(s)/Cross-Petitioner(s)

On December 27, 2018, this Court entered its order accepting jurisdiction to review the decision of the Fourth District Court of Appeal in *Restoration 1 of Port St. Lucie v. Ark Royal Insurance Co.*, 255 So. 3d 344 (Fla. 4th DCA 2018), based on certified direct conflict with the decision of the Fifth District Court of Appeal in *Security First Insurance Co. v. Florida Office of Insurance Regulation*, 232 So. 3d 1157 (Fla. 5th DCA 2017), and express and direct conflict with the decision of the Fifth District in *Restoration 1 CFL, LLC v. ASI Preferred Insurance Corp.*, 239 So. 3d 747 (Fla. 5th DCA 2018). See art. V, § 3(b)(3), (4), Fla. Const. The conflict issue involves the validity of “a restriction” in an insurance policy “that requires the consent of all the insureds and the mortgagee before any assignment [of post-loss benefits].” *Restoration 1 of Port St. Lucie*, 255 So. 3d at 346.

Subsequent to this Court accepting jurisdiction, the Legislature passed, and the Governor approved, “[a]n act relating to insurance assignment agreements.” See ch. 2019-57, Laws of Fla. Section 1 of the act creates new section 627.7152, Florida Statutes, titled “Assignment agreements,” that among other things defines the term “assignment agreement” and sets forth certain requirements for an assignment agreement to be valid and enforceable. Ch. 2019-57, § 1, Laws of Fla. Section 2 of the act creates new section 627.7153, Florida Statutes, titled “Policies restricting assignment of post-loss benefits under a property insurance policy,” that among other things permits an insurer to “make available a policy that restricts in whole or in part an insured’s right to execute an assignment agreement” if certain conditions are met. Ch. 2019-57, § 2, Laws of Fla. The act has an effective date of July 1, 2019. *Id.* § 6.

Because we conclude that the new legislation addresses on a going-forward

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basis the issue before us, we exercise our discretion to discharge jurisdiction. Accordingly, we hereby discharge jurisdiction and dismiss this review proceeding. Any and all pending motions are hereby denied as moot.

No motion for rehearing or reinstatement will be entertained by the Court. See Fla. R. App. P. 9.330(d)(2).

CANADY, C.J., and POLSTON, LABARGA, and LAWSON, JJ., concur.
LAGOA, LUCK, and MUÑIZ, JJ., dissent.

A True Copy

Test:



John A. Tomasino
Clerk, Supreme Court



db

Served:

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