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**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR MARTIN COUNTY, FLORIDA
CIVIL DIVISION**

ONE CALL PROPERTY SERVICES, INC.,
A/A/O CARL SCHLANGER,

Case No.: 13-000868-CA

Plaintiff,

vs.

ST. JOHNS INSURANCE COMPANY,

Defendant.

FILED FOR RECORD
MARTIN CO., FL
2014 NOV 20 PM 3:22
CAROLYN TIMMANN
CLERK OF CIRCUIT COURT
D.C.
BY

ORDER GRANTING FINAL SUMMARY JUDGMENT IN FAVOR OF DEFENDANT

THIS CAUSE having come on to be heard on November 12, 2014 at 11:00 a.m., on **Defendant's Motion for Summary Judgment and Incorporated Memorandum of Law**, and the Court, having heard argument of counsel, reviewed the pleadings and being otherwise advised in the premises, finds as follows:

1. Plaintiff has brought suit against Defendant for breach of contract stemming from a water loss at homestead property of the Defendant's insureds, Carl and June Schlanger.
2. Plaintiff's standing to maintain this lawsuit is based on an alleged "Assignment of Benefits" which was executed only by Carl Schlanger.
3. Under Florida law, the proceeds of any insurance recovery from homestead property are constitutionally protected to the same extent as the property itself, and a homeowner cannot be divested of those proceeds through an unsecured agreement. *See Quiroga v. Citizens Prop. Ins. Co.*, 34 So. 3d 101 (Fla. 3d DCA 2010).
4. In this case, the "Assignment of Benefits" impermissibly seeks to divest the homeowners of these constitutionally protected insurance proceeds and, therefore, the

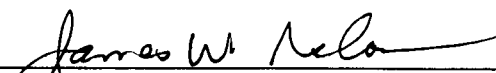
agreement is invalid. This is particularly true where, as here, the contract was not executed by June Schlanger.

5. Furthermore, the "Assignment of Benefits," and Plaintiff's actions in attempting to adjust the loss on behalf of the insureds, violate Florida Statute §626.854. The Court finds that Plaintiff's conduct in this case falls within the definition of "public adjuster" in §626.854(1), and violates the prohibition against unlicensed public adjusting found in §626.854(16). Although no record evidence was presented to this Court establishing that Plaintiff is a licensed public adjuster, even if licensed and compliant as a public adjuster, the Court finds that Plaintiff's conduct would violate Florida Statute §626.8795.
6. Therefore, the "Assignment of Benefits" is invalid and void as a matter of law, and Plaintiff lacks standing to maintain the instant lawsuit.

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

7. Defendant's Motion for Summary Judgment and Incorporated Memorandum of Law is **GRANTED**.
8. Plaintiff shall take nothing by this action, and Defendant shall go hence without day.
9. The Court retains jurisdiction to determine Defendant's entitlement to, and amount of, attorneys' fees and costs.

DONE AND ORDERED in Chambers, at Martin County, Florida this 20 day of November, 2014.


HONORABLE JAMES W. MCCANN
CIRCUIT COURT JUDGE

Copies furnished to:
Andrew A. Labbe, Esquire,
Ashley McKinnis, Esquire,