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IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

GRAVITYSTORM, LLC, a Florida limited liability company, individually and on behalf of all others similarly situated,
Plaintiff,

CASE NO. 56 2019 CA 001337

vs.

OLD DOMINION INSURANCE COMPANY, a Florida corporation,
Defendant.
_____/

ORDER ON DEFENDANT'S AMENDED MOTION FOR SUMMARY JUDGMENT

THIS MATTER came on for hearing on October 5, 2021, on the above-referenced motion. The Court has reviewed the court file, including the pleadings and filings, the present motion, the Plaintiff's response in opposition to the motion, Defendant's reply to Plaintiff's response in opposition, the record evidence, and has considered the arguments of counsel and relevant law. The Court FINDS that:

Background

This case arises from Plaintiff's Amended Class Action Complaint, claiming that the Defendant "…systematically underpaid amount that Defendant owed not just to Plaintiff, but to thousands of other members of the putative Class…for ACV losses for total loss vehicles insured with comprehensive and collision coverage by Old Dominion." The Plaintiff contends that the Defendant underpaid the Plaintiff, and others similarly situated, by failing to include the Vehicle Title and Registration Fees in cases where the vehicle was declared a total loss. The facts are not in dispute. The parties agree that the Plaintiff and Defendant entered into negotiations on July 12, 2017, wherein the Plaintiff responded to the Defendant's revised figures stating, "Well that's half way between where you were and what I want. So I guess it will do. Consider this acceptance of the figures below and issue payment to leinholder [sic]." Plaintiff claims that there was no intention to agree to the settlement in full satisfaction. The Defendant that claims that the exchange between the parties clearly shows acceptance on the part of the Plaintiff to the Defendant's offer and an intent to fully resolve the dispute.

Legal Standard—Summary Judgment

Effective May 1, 2021, the Florida Supreme Court adopted the summary judgment standard articulated by the United States Supreme Court in Celotex Corp. v. Catrett, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986); and Matsushita Electric Industrial Co. v. Zenith Radio Corp., 475 U.S. 574, 106 S.Ct. 1348, 89 L.Ed.2d 538 (1986). In re Amendments to Florida Rule of Civil Procedure 1.510, 309 So. 3d 192 (Fla. 2020).

The familiar *language* of the standard remains essentially the same. Under Florida Rule of Civil Procedure 1.510, summary judgment must still be granted "if the pleadings and summary judgment evidence on file show that there is no genuine dispute as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fla. R. Civ. P. 1.510(c); *In re Amendments to Fla. Rule of Civil Procedure 1.510*, No. SC20-1490, 2020 WL 7778179, at *4 (Fla. Dec. 31, 2020) (amending language to replace "genuine issue" with "genuine dispute"). The critical change is in how this language must now be interpreted. No longer is summary judgment a "disfavored" mechanism for resolving cases; rather, it is "an integral part" of the rules as a whole. *In re Amendments*, 2020 WL 7778179, at *2.

The Rule should be interpreted consistently with Federal Supreme Court cases listed above, "and more generally to case law interpreting Federal Rule of Civil Procedure 56." See *Rule 1.510, Fla. R. Civ. P.*, Court Notes 2021 Amendment. There are three consequential differences: (1) A defendant moving for summary judgment need not disprove the plaintiff's case (*Celotex*, 477 U.S. at 325); (2) a genuine dispute requiring jury resolution must be based on more than the slightest doubt as to a material fact (*Anderson*, 477 U.S. at 247-48 (rejecting the "scintilla rule" espoused in Florida cases") *see also Matsushita*, 475 U.S. at 586 ("When the moving party has carried its burden … its opponent must do more than simply show that there is some metaphysical doubt as to the material facts.")); (3) the summary judgment standard now equates to the directed verdict standard (*Anderson*, 477 U.S. at 250 (the summary judgment standard "mirrors the standard for a directed verdict.")).

Analysis

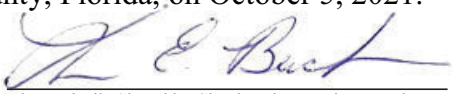
The plain language in the email exchange between the parties supports the Defendant's contention that there was accord and satisfaction. The reading of the entire email chain further supports this conclusion, particularly of note is the fact that it is clear from the emails that the parties had been in active negotiations, prior to the Plaintiff's acceptance of the Defendant's revised offer.

Summary Judgment is Appropriate based on the record evidence.

There is no record evidence upon which any reasonable jury could find that the Plaintiff did not intent to accept the offer extended by the Defendant for full satisfaction of the claim.

THEREFORE, based on the foregoing, the Court **ORDERS** that:
Defendant's Motion for Final Summary Judgment is **GRANTED**.

ORDERED in Fort Pierce, St. Lucie County, Florida, on October 5, 2021.



Electronically Signed by Circuit Judge Laurie E. Buchanan
8:23 pm, Oct 05, 2021

Laurie E. Buchanan
CIRCUIT JUDGE

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