

IN THE CIRCUIT COURT OF THE 4TH
JUDICIAL CIRCUIT IN AND FOR
NASSAU COUNTY, FLORIDA

CASE NO.: 2023-CA-000503AXX

USAA CASUALTY INSURANCE
COMPANY,

Plaintiff,

v.

MARVIN GEOBANNY REDONDO FUNES,
et al.,

Defendants.

ORDER GRANTING MOTION TO DISMISS

THIS CAUSE came before the Court on October 3, 2024, on Johanna Redondo Hernandez, as parent, natural guardian and presumptive Personal Representative for the Estate of A.R.H, deceased minor, Estate of Z.R., deceased minor, and J.R., deceased minor's Motion to Dismiss USAA Casualty Insurance Company's Amended Complaint for Interpleader. The Court has reviewed the Motion and the record and is otherwise fully advised. For the reasons that follow, the Motion is granted.

It is a well-established rule of statutory construction that without express legislative intent to the contrary an enactment that affects substantive rights or creates new commitments or liabilities presumptively applies prospectively. *Hassen v. State Farm Mut. Auto. Ins. Co.*, 674 So. 2d 106, 108 (Fla. 1996). Consistent with this established rule of statutory construction, it is widely acknowledged that the statute in effect at the time an insurance contract is executed governs substantive issues arising in connection with that contract. *Id.*

Prior to the enactment of House Bill 837 on March 24, 2023, widely accepted precedent

held that if an insurer had potential liabilities in uncertain amounts to possible claimants, the reason for interpleader did not exist. *Hernandez v. Travelers Ins. Co.*, 356 So. 2d 1342, 1344 (Fla. Dist. Ct. App. 1978).

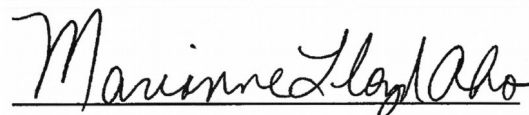
The present USAA insurance contract was issued on March 1, 2023. House Bill 837 was enacted on March 24, 2023. §624.155(5) Fla. Stat. (2023). A statute that alters the contractual obligations of the contracting parties presumptively applies prospectively without express legislative intent to the contrary. *Hassen v. State Farm Mut. Auto. Ins. Co.*, 674 So. 2d 106, 108 (Fla. 1996). The legislature did not expressly intend for House Bill 837 to apply retroactively. Fla. HB 837 §29 (2023). As such, the holdings in *Hernandez* and *Hassen* dictate the outcome in the present matter. To allow an interpleader action to proceed at this time would amount to this Court retroactively applying House Bill 837. This Court declines to apply the amended statute retroactively, and notes that Section 624.155(5) provides for prospective application for insurance contracts issued or renewed after the effective date of the act. Fla. HB 837 §29 (2023).

Accordingly, it is ORDERED and ADJUDGED as follows:

1. The Motion to Dismiss USAA's Amended Complaint for Interpleader is **GRANTED**.
2. The Motion to Deposit Insurance Benefits is **DENIED as moot**.
3. The case is **DISMISSED with prejudice**.

DONE AND ORDERED in Chambers, Nassau County, Florida on Tuesday, October 22, 2024.

45-2023-CA-000503-CAAY 10/22/2024 11:46:11 AM



Marianne L. Aho, Circuit Judge

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45-2023-CA-000503-CAAY 10/22/2024 11:46:11 AM

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