

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

**EVANGEL WORSHIP CENTER
ASSEMBLY OF GOD, INC.,**

Plaintiff,

v.

Case No.: 4:25cv538-MW/MAF

**OHIO SECURITY INSURANCE
COMPANY,**

Defendant.

_____/

ORDER ON MOTION TO DISMISS

This Court has considered, without hearing, Defendant's motion to dismiss, ECF No. 5, and Plaintiff's response in opposition, ECF No. 12. For the following reasons, Defendant's motion, ECF No. 5, is **GRANTED**.

This is an insurance case. Defendant is Plaintiff's property insurer. After Plaintiff's property was damaged, Defendant issued payments under the parties' insurance policy. Plaintiff alleges these payments are incomplete and do not fully compensate Plaintiff for its covered losses. Plaintiff moves for an appraisal (Count I) and brings claims for breach of contract (Count II) and statutory bad faith (Count III) against Defendant.

Defendant moves to dismiss the statutory bad faith claim because the claim has not accrued and federal courts lack jurisdiction over premature claims. ECF No.

5 at 1–5. Plaintiff agrees that the statutory bad faith claim is unripe, but argues “the claim may be preserved in abated status pending resolution of the underlying breach of contract dispute and appraisal proceedings.” ECF No. 12 at 1. This Court agrees with Defendant.

“There is a split of authority in the federal district courts in Florida as to whether a premature statutory bad faith claim should be dismissed or abated.” *Keating v. Underwriters at Lloyds of London Syndicate 1458*, 2020 WL 6385322, at *2 (N.D. Fla. May 11, 2020). Courts that abate premature statutory bad faith claims do so to promote judicial efficiency. *See St. Lucia Condo. Ass’n, Inc. v. Lexington Ins. Co.*, 2023 WL 6882791, at *3 (M.D. Fla. Aug. 7, 2023) (“This Court finds that judicial efficiency weights in favor of abatement and not dismissal.”). Courts that dismiss premature statutory bad faith claims do so due to jurisdictional limitations. *See Keating*, 2020 WL 6385322, at *3 (“[T]he mere possibility of increased judicial economy does not outweigh the jurisdictional and rule-based reasons supporting dismissal of premature bad faith claims.”). This Court finds the latter rationale more persuasive. Plaintiff’s statutory bad faith claim must be dismissed because, at this stage, no actual controversy exists. *See Gilbert v. State Farm Mut. Auto. Ins. Co.*, 95 F. Supp. 3d 1358, 1364 (M.D. Fla. 2015) (collecting cases).

Moreover, this Court has, in the past, allowed a statutory bad faith claim to remain in a case pending determinations of liability and damages on the underlying

contract claim. The practice did not promote judicial efficiency, instead creating significant issues and delay, until this Court ultimately severed the bad faith claim. *Baptist Coll. of Fla., Inc. v. Church Mut. Ins. Co., SI*, 5:22-cv-158 (N.D. Fla. 2022), ECF No. 207. This Court refuses to do the same again.

Accordingly, Defendant's motion to dismiss, ECF No. 5, is **GRANTED**. Count III of the complaint is **DISMISSED without prejudice**.

SO ORDERED on June 4, 2026.

s/Mark E. Walker
United States District Judge