

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

MARY ANNE CIEUTAT,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION 15-0380-WS-N
)	
WRIGHT NATIONAL FLOOD INSURANCE COMPANY,)	
)	
Defendant.)	

ORDER

This matter is before the Court on the defendant’s motion to dismiss and for judgment on the pleadings. (Doc. 7). The parties have filed briefs in support of their respective positions, (Docs. 8, 17, 18), and the motion is ripe for resolution.

According to the complaint, (Doc. 1), the defendant issued the plaintiff a standard flood insurance policy as a “write-your-own” carrier. The plaintiff’s house was damaged by flood, but the defendant paid only a portion of her covered losses. Count One seeks a declaration of rights, and Count Two asserts a claim for breach of contract.

The defendant first argues that governing law does not permit the plaintiff to recover attorney’s fees, costs or pre-judgment interest. (Doc. 8 at 6-8). The plaintiff concedes the point. (Doc. 17 at 2).

The defendant also argues that Count One is “not only procedurally incompatible with the request for monetary relief [in Count Two] but is also redundant and immaterial.” (Doc. 8 at 5). The defendant does not explain the former contention; as to the latter, it asserts that the plaintiff “would get nothing from the declaratory judgment that [she] would not get from [her] breach of

contract claim.” (*Id.* at 6). The plaintiff asserts, somewhat unconvincingly, that this is untrue. (Doc. 17 at 3-4).

It is unnecessary for the Court to resolve that controversy at this time, because the defendant has not explained why it is important to do so. If Count One truly adds nothing to Count Two, the defendant cannot be prejudiced by its presence or helped by its elimination. And if Count One truly goes beyond Count Two, the plaintiff would be harmed by its elimination. The defendant may of course, if it feels strongly enough about the matter, seek dismissal of Count One on the grounds of redundancy on motion for summary judgment at an appropriate time.

For the reasons set forth above, the motion to dismiss is **granted** with respect to any claim for attorney’s fees, pre-judgment interest or costs; all claims for such relief are **dismissed**. In all other respects, the motion to dismiss is **denied**.

DONE and ORDERED this 4th day of November, 2015.

s/ WILLIAM H. STEELE
CHIEF UNITED STATES DISTRICT JUDGE