

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 18-13842
Non-Argument Calendar

D.C. Docket No. 8:15-cv-02165-EAK-AAS

HOUSTON SPECIALTY INSURANCE COMPANY,

Plaintiff - Appellant,

versus

ENOCH VAUGHN,
individually, and as Parent and Natural Guardian of M.V.,
a minor,
ALL FLORIDA WEATHERPROOFING & CONSTRUCTION, INC.,
RICHARD FULFORD,
ROBERT MENDENHALL,

Defendants - Appellees.

Appeal from the United States District Court
for the Middle District of Florida

(June 7, 2019)

Before JORDAN, JILL PRYOR and ANDERSON, Circuit Judges.

PER CURIAM:

Houston Specialty Insurance Company (HSIC) filed a declaratory judgment action against its insureds, alleging that they materially breached the cooperation provision of their policy. The district court ultimately ruled that HSIC could not assert its breach claims and entered judgment in favor of the insureds. The district court also awarded attorney's fees and costs to the insureds. *See* Fla. Stat. § 627.428 (providing that “[u]pon the rendition of a judgment” against an insurer and in favor of the insured, the trial court “shall adjudge or decree against the insurer and in favor of the insured” a reasonable sum to compensate for attorney's fees and costs). HSIC filed separate appeals challenging the final judgment on the breach claim and the award of attorney's fees. This appeal concerns the attorney's fees.

HSIC does not argue that the sum awarded was unreasonable or improper. It does not contest the number of hours compensated, the hourly rates applied, the other costs taxed against it, or any other specific aspect of the fee award. Rather, HSIC argues that, should it prevail in its appeal of the judgment on the underlying breach claim, we should also reverse the fee award. HSIC's sole challenge to the fee award is therefore expressly conditioned on a favorable result in that related appeal.

HSIC, however, did not prevail in that appeal. Following a review of the record and with the benefit of oral argument, we affirmed the district court's judgment on the breach claim. *See Houston Specialty Ins. Co. v. Vaughn et al.*, No. 17-14526, 2019 WL 990687 (11th Cir. Feb. 28, 2019). Our decision in that case negates the only argument that HISC raises in this appeal. We therefore affirm the district court's order awarding attorney's fees and costs to the insureds.

AFFIRMED.