UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 24-cv-81471-DAMIAN/MATTHEWMAN

TINA NOREN, as Personal Representative of the Estate of Matthew Noren and as Assignee of WILLIAM CRAWFORD and BL ADVENTURES, LLC,

Plaintiff,

v.

USAA CASUALTY INSURANCE COMPANY,

Defendant.
_____/

MAGISTRATE JUDGE'S REPORT AND RECOMMENDATION ON MOTION FOR JUDGMENT ON THE PLEADINGS [DE 53]

THIS CAUSE is before the Undersigned Chief United States Magistrate Judge upon an Order of Reference from the Honorable United States District Judge Melissa Damian [DE 55] to enter a Report and Recommendation on Defendant USAA Casualty Insurance Company's ("Defendant") Motion for Judgment on the Pleadings ("Motion") [DE 53]. The Motion is fully briefed and ripe for review. *See* DEs 59, 61. For the following reasons, the Undersigned **RESPECTFULLY RECOMMENDS** that the Motion [DE 53] be **GRANTED**.

I. BACKGROUND

Initially, the Court notes that it will discuss and consider documents outside of the pleadings, namely the personal umbrella policy of William Crawford issued by Defendant ("Umbrella Policy") [DE 14-1] and the insurance policy issued by Geico Marine Insurance Company ("Geico") insuring a 2016 Jeanneau boat ("subject vessel") with the named insured listed as BL Adventures LLC ("Geico Policy") [DE 61-1]. Both policies are essential to this case, and

neither party has disputed the policies' authenticity. *See Perez v. Wells Fargo N.A.*, 774 F.3d 1329, 1340 n.12 (11th Cir. 2014).

Before the Court is an insurance coverage dispute. The sole count in Plaintiff's, Tina Noren, as personal representative of the Estate of Matthew Noren and as Assignee of William Crawford and BL Adventures, LLC ("Plaintiff"), Amended Complaint [DE 14] ("Am. Compl.") seeks declaratory relief regarding the Umbrella Policy issued by Defendant. Am. Compl. ¶¶ 35–45.

On April 24, 2023, Matthew Noren was "performing repairs" upon the subject vessel owned by BL Adventures, LLC ("BL Adventures") when he was tragically killed. *Id.* ¶¶ 13, 17. "BL Adventures LLC" is the named insured under the Geico Policy. [DE 61-1 at 1]. Mr. Crawford is listed as the contact person for BL Adventures under this policy. *Id.* He is also an authorized member of BL Adventures, according to the Florida Department of State, Division of Corporations.[1]

Separately, Defendant issued a personal umbrella insurance policy, the Umbrella Policy, to William Crawford. Am. Compl. ¶ 16, Ex. A at 4.

On June 20, 2023, Geico filed a Petition for Exoneration from or Limitation of Liability in the United States District Court for the Southern District of Florida, case number 23-cv-80944-BER. *Id.* ¶ 21, Ex. B. On August 28, 2023, Defendant denied coverage under the Umbrella Policy because BL Adventures "does not qualify as an insured" and the subject vessel "has never been listed as a known exposure" under the policy. *Id.* ¶ 22, Ex. C at 4. Then, on September 12, 2023,

[1] This information is public on the Florida Department of State, Division of Corporations' Sunbiz.org website. The Court can take judicial notice of public records "without converting a motion [for judgment on the pleadings] into a motion for summary judgment." *Universal Express, Inc. v. U.S. S.E.C.*, 177 Fed. App'x. 52, 53 (11th Cir. 2006) (citation omitted).

Plaintiff filed a counterclaim for damages against BL Adventures and Mr. Crawford arising from the death of Mr. Noren. *Id.* ¶ 23, Ex. D.

Ultimately, Geico tendered $1,000,000, the Geico Policy's limit, to Plaintiff. *Id.* ¶¶ 15, 26. Then, Plaintiff, Mr. Crawford, and BL Adventures agreed to a consent judgment against Mr. Crawford and BL Adventures for the sum of $4,158,772.53. *Id.* ¶ 33. Plaintiff "agreed not to execute on the Judgment, in exchange for an assignment of Crawford and BL Adventures' rights under [Defendant's] policy." *Id.* ¶ 33. Plaintiff now seeks for this Court to declare that Defendant is obligated to provide coverage under the Umbrella Policy and that Defendant breached its duty to defend and indemnify. *Id.* ¶ 45.

II. LEGAL STANDARDS

Rule 12(c) of the Federal Rules of Civil Procedure states that "[a]fter the pleadings are closed—but early enough not to delay trial—a party may move for judgment on the pleadings." Fed. R. Civ. P. 12(c). "Judgment on the pleadings is appropriate where there are no material facts in dispute and the moving party is entitled to judgment as a matter of law." *Cannon v. City of W. Palm Beach*, 250 F.3d 1299, 1301 (11th Cir. 2001) (citation omitted). "A motion for judgment on the pleadings admits the plaintiff's factual allegations and impels the district court to reach a legal conclusion based on those facts." *Gachette v. Axis Surplus Ins. Co.*, No. 19-cv-23680, 2020 WL 2850587, at *1 (S.D. Fla. Apr. 1, 2020) (quoting *Dozier v. Prof'l Found. Health Care, Inc.*, 944 F.2d 814, 816 (11th Cir. 1991)). "A motion for judgment on the pleadings is governed by the same standard as a Rule 12(b)(6) motion to dismiss." *Guarino v. Wyeth LLC*, 823 F. Supp. 2d 1289, 1291 (M.D. Fla. 2011) (citation omitted).

III. DISCUSSION

A. Applicable Law

Defendant states that the "coverage analysis here is straightforward" under any state's laws, so a choice-of-law analysis is unnecessary. [DE 53 at 4]. Defendant further asserts that, if the Court were to conduct a choice-of-law analysis, Ohio law governs the interpretation of the Umbrella Policy in the event of a conflict. *Id.* at 5. Defendant goes on to cite both Ohio and Florida cases in its Motion. *See* DE 53. Plaintiff does not address which law applies. *See* DE 61.

Generally, federal courts sitting in diversity jurisdiction apply the law of the forum state, including choice-of-law rules, when deciding claims originating in state law. *See Goodwin v. George Fischer Foundry Sys., Inc.*, 769 F.2d 708, 711 (11th Cir. 1985); *Erie Railroad Co. v. Tompkins*, 304 U.S. 64 (1938).

Out of an abundance of caution, the Court will cite both Florida and Ohio cases in the event that a conflict exists. *See James River Ins. Co. v. Med Waste Mgmt., LLC*, 46 F. Supp. 3d 1350, 1355–56 (S.D. Fla. 2014) (finding that when the laws of two states present no conflict, choice-of-law analysis becomes unnecessary).

B. Interpretation of Who and What Is an "Insured"

The main issue before the Court is who and what the Umbrella Policy insures. Primarily, Defendant maintains that the subject vessel is owned by BL Adventures, and, therefore, the Umbrella Policy, only listing Mr. Crawford as a named insured, does not apply to the subject vessel or BL Adventures. [DE 53 at 9–10].

Specifically, the Umbrella Policy states the following:

> **K. "Insured."**
> 1. **"Insured"** means:
> a. **You** and any **family member;**

> b. Other residents of **your** household under the age of 21 and in the care of **you** or any **family member;**
> c. Any person or organization legally responsible for animals, **watercraft or personal watercraft:**
> (1) To which this policy applies;
> And
> (2) Which are owned by any person in K.1.a. or K.l.b. above.

Am. Compl. Ex. A at 9 (emphasis in original). The Umbrella Policy further defines "you" as referring to the "named insured' shown on the Declarations and spouse if a resident of the same household." *Id.* The Declarations page lists solely "William J Crawford" as the "named insured." *Id.* at 4.

In response, Plaintiff states that "it is undisputed that BL Adventures, as the naked title holder of the vessel, is [the] organization legally responsible for the subject [vessel]." [DE 59 at 6]. However, Plaintiff asserts that, in Geico's Petition for Exoneration from or Limitation of Liability, Geico named BL Adventures as owner and Mr. Crawford as "owner *pro hac vice*" of the subject vessel. *Id.* Plaintiff further avers that "[a]pplying the definition of owner *pro hac vice* to the policy definition of insured," BL Adventures is a "definitional insured" under the Umbrella Policy. *Id.* Regarding Mr. Crawford, Plaintiff maintains that in his capacity as "owner *pro hac vice*" of the subject vessel, he "became personally liable" to Plaintiff. *Id.* at 7. Therefore, according to Plaintiff, Mr. Crawford "is entitled to coverage under the **personal**" Umbrella Policy. *Id.* (emphasis in original).

In reply, Defendant claims "[b]ecause BL Adventures [] is an entity entirely separate from [Mr.] Crawford, it lacks privity with [Defendant] and has no rights under the Umbrella Policy." [DE 61 at 4]. Thus, according to Defendant, BL Adventures "had no claims or rights to assign" to Plaintiff, making said assignment invalid. *Id.* Also, Plaintiff urges that the Court should not apply Plaintiff's "owner pro hac vice" argument to the definition of "insured" under the Umbrella Policy

because (1) the Umbrella Policy's language is unambiguous and does not include the "specific legal term 'owner pro hac vice'"; "(2) [t]he plain and ordinary meaning of 'owner' is the record title holder, not the specialized and limited 'owner pro hac vice' status granted to individuals under maritime law"; and (3) the Court cannot "add terms to create coverage where none exists." *Id.* at 5–6.

First, the Court will address whether the maritime term of "owner pro hac vice" applies to the Umbrella Policy's definition of "insured." A "owner pro hac vice" is "one who stands in the place of the owner for the voyage or service contemplated and bears the owner's responsibilities, even though the latter remains the legal owner of the vessel." *Matute v. Lloyd Bermuda Lines, Ltd.*, 931 F.2d 231, 235 n.2 (3d Cir. 1991) (citation and quotations omitted).

"Marine insurance contracts are governed by federal maritime law." *Quintero v. Geico Marine Insurance Company*, 983 F.3d 1264, 1270 (11th Cir. 2020) (citation omitted). "When a contract is a maritime one, and the dispute is not inherently local, federal law controls the contract interpretation." *Norfolk S. Ry. Co. v. Kirby*, 543 U.S. 14, 22–23 (2004) (citation omitted). "To ascertain whether a contract is a maritime one," courts should look to "the nature and character of the contract" and "whether it has reference to maritime service or maritime transactions." *Id.* at 23–24 (quotations and citations omitted).

Here, in Plaintiff's words, the contract at issue is not a maritime one but Mr. Crawford's "**personal**" Umbrella Policy. [DE 59 at 7] (emphasis in original); *see also* Am. Compl. ¶ 16. Plaintiff does not allege that the "nature and character" of the Umbrella Policy is a maritime one or that the Umbrella Policy concerns maritime service transactions. *See Kirby*, 543 U.S. at 23–24. Additionally, Plaintiff provides no cases showing that courts have applied maritime terms to a contract like the one at issue here. *See* DE 59. Further, the Court finds that the Umbrella Policy is

not maritime in nature. While the Umbrella Policy states an "insured" includes "any person or organization legally responsible for … watercraft or personal watercraft," it goes on to state that the term "insured" excludes "[a]ny shipyards, watercraft repair yards, marinas, yacht clubs, watercraft sales agencies, watercraft service stations and the like, their owners, agents or employees" and "[a]ny person or organization using … watercraft or personal watercraft, to which this policy applies, in the course of any business[.]" Am. Compl. Ex. A at 9–10. This coverage is inconsistent with cases finding that a maritime contract exists. *Contrast Davis v. Valsamis, Inc.*, 752 Fed. App'x. 688, 691 (11th Cir. 2018) (finding that a cruise ship ticket constituted "a maritime contract because its primary objective is to accomplish the transportation of passengers by sea"); *with New Hampshire Ins. Co. v. Home Sav. & Loan Co. of Youngstown, Ohio*, 581 F.3d 420, 431 (6th Cir. 2009) (concluding that an "insurance policy covering a yacht dealership and a marina falls outside the scope of our maritime jurisdiction, despite the fact that some of the services provided by the marina may relate incidentally to or facilitate maritime commerce"). Thus, the Court is not bound to apply federal maritime law in this case.[2]

Even if the Court were bound to apply federal maritime law, the United States Supreme Court has made clear that even maritime contracts "must be construed like any other contracts: by their terms and consistent with the intent of the parties." *Kirby*, 543 U.S. at 31. Thus, the Court will construe the terms of the Umbrella Policy as they are written.

"A policy of insurance is a contract and like any other contract is to be given a reasonable construction in conformity with the intention of the parties as gathered from the ordinary and commonly understood meaning of the language employed." *Dealers Dairy Prods Co. v. Royal Ins. Co.*, 170 Ohio St. 336, 339, 164 N.E.2d 745, 747 (Ohio 1960); *see also Allstate Ins. Co. v.*

[2] The Court does not opine that the term "owner pro hac vice" would apply to the Umbrella Policy if the Court were to apply federal maritime law.

Orthopedic Specialists, 212 So. 3d 973, 975–76 (Fla. 2017) (finding same). "When the language of a written contract is clear, a court may look no further than the writing itself to find the intent of the parties." *Cincinnati Ins. Co. v. CPS Holdings, Inc.*, 115 Ohio St. 3d 306, 308, 875 N.E.2d 31, 34 (Ohio 2007).

Here, in relevant part, the Umbrella Policy states that the definition of insured applies to Mr. Crawford and "any person or organization legally responsible for animals, watercraft or personal watercraft … which are **owned** by" Mr. Crawford. Am. Compl. Ex. A at 9 (emphasis altered). Plaintiff concedes that Mr. Crawford is not the title owner of the subject vessel. [DE 59 at 6]. Therefore, the Court turns to the definition of the term "owned" in the Umbrella Policy.

First, the Court notes that the Umbrella Policy unambiguously uses the term "owned" and not "owner pro hac vice." As Defendant points out, Ohio courts have found that, in the insurance context, a person who is the record title owner of a boat is the boat's owner. *Colley v. Reisert*, 508 Fed. App'x. 370, 371 (6th Cir. 2012) (citing Ohio Rev. Code § 1548.04); *see also* § 327.02(47)(b), Fla. Stat. ("Vessel owner' means … [a] person identified in the records … as the title certificate holder of the vessel."); § 328.0015(q), Fla. Stat. ("Owner' means a person who has legal title to a vessel."). Therefore, neither Ohio nor Florida law comports with Plaintiff's interpretation of the Umbrella Policy.

Second, the ordinary plain meaning of the term "owner" does not encompass Plaintiff's interpretation. In insurance contracts, courts may seek guidance from the dictionary to determine the ordinary plain meaning of an undefined term. *See U.S. Specialty Ins. Co. v. Drake Aerial Enterprises, LLC*, 328 F. Supp. 3d 781, 784 (N.D. Ohio 2018); *Gov't Employees Ins. Co. v. Macedo*, 228 So. 3d 1111, 1113 (Fla. 2017). The Merriam-Webster Dictionary defines "owner" as "a person who owns something : *one who has the legal or rightful title to something* : one to whom

property belongs[.]" *Owner Definition*, Merriam-Webster Dictionary, https://www.merriam-webster.com/dictionary/owner (last visited Oct. 29, 2025) (emphasis added). Thus, the plain ordinary meaning of the term "owner" in this context aligns with Defendant's asserted interpretation, the record title owner.

Ultimately, the Court is bound to apply the unambiguous terms of the Umbrella Policy and cannot "create a new contract by finding an intent not expressed in the clear language employed by the parties." *NCMIC Ins. Co. v. Smith*, 389 F. Supp. 3d 535, 541 (S.D. Ohio 2019). No matter how Plaintiff frames this lawsuit or the parties, she cannot change unambiguous language. Thus, because the subject vessel is not "owned" by Mr. Crawford, it does not fall under the term "insured" under the Umbrella Policy.

Regarding BL Adventures, it is neither a named nor definitional insured under the Umbrella Policy because, as stated, the Court will not apply the term "owner pro hac vice" to the unambiguous language of the Umbrella Policy. Moreover, BL Adventures is not listed in the Umbrella Policy and is a separate and distinct entity from Mr. Crawford. *Palma v. S. Florida Pulmonary & Critical Care, LLC*, 307 So. 3d 860, 866 (Fla. 3d DCA 2020) ("[A]n LLC is an autonomous legal entity, separate and distinct from its members.") (citation omitted); *Garg v. Scott*, 242 N.E.3d 1200, 1205 (Ohio Ct. App. 2024) ("Limited liability companies are entities separate and distinct from their owners.") (citation omitted). Therefore, BL Adventures has no rights under the Umbrella Policy and cannot assign anything to Plaintiff. Thus, any such assignment and Plaintiff's claim against Defendant due to the assignment are invalid. *See Kidwell Group, LLC v. Am. Integrity Ins. Co. of Florida*, 347 So. 3d 501, 505 (Fla. 2d DCA 2022) (finding that one needed a valid assignment of benefits "to maintain a breach-of-contract cause of action")

(citation omitted); *see also Mercedes-Benz of W. Chester v. Am. Family Ins.*, 2010-Ohio-2307, 2010 WL 2029048, at *3–6 (Ohio Ct. App. 2010).

Accordingly, Defendant is entitled to judgment as a matter of law, and the Court **RESPECTFULLY RECOMMENDS** that the Motion [DE 53] be **GRANTED**.[3]

IV. CONCLUSION

Thus, the Undersigned Chief United States Magistrate Judge **RESPECTFULLY RECOMMENDS** that the Motion [DE 53] be **GRANTED**.

NOTICE OF RIGHT TO OBJECT

Given the summary judgment briefing, the objection period is shortened pursuant to Southern District of Florida Magistrate Judge Rule 4(b) as follows: The parties shall have until on or before **November 4, 2025,** to file any written objections to this Report and Recommendation with U.S. District Judge Melissa Damian. Failure to file objections timely shall bar the parties from a *de novo* determination by the District Judge of an issue covered in the Report and Recommendation and shall bar the parties from attacking on appeal unobjected-to factual and legal conclusions contained in this Report and Recommendation. *See* 28 U.S.C. § 636(b)(1); *Thomas v. Arn*, 474 U.S. 140, 149 (1985); *Henley v. Johnson*, 885 F.2d 790, 794 (11th Cir. 1989); 11th Cir. R. 3-1.

[3] Defendant also argues that the Motion should be granted due to the Umbrella Policy's watercraft exclusion. However, because the first ground is dispositive, the Court need not address this alternative ground.

RESPECTFULLY SUBMITTED in Chambers at West Palm Beach, Palm Beach County, Florida, this 30th day of October 2025.

WILLIAM MATTHEWMAN
Chief United States Magistrate Judge