

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

ROBERT SENESCHAL,

Plaintiff,

v.

Case No: 8:25-cv-2253-JSM-LSG

EAST BAY MARINE SERVICES, LLC  
d/b/a INTER-BAY MOORINGS and  
JACK R. CRUEY d/b/a MASTER  
MARINE MOBILE,

Defendants.

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**ORDER**

THIS CAUSE comes before the Court on Defendant East Bay Marine Services, LLC's Motion to Dismiss (Dkt. 10). The Court, having reviewed the relevant filings and being otherwise advised in the premises, concludes that the motion should be denied because the negligence and negligent misrepresentation claims are sufficiently pled under Rule 12(b)(6) of the Federal Rules of Civil Procedure.

**BACKGROUND**

Plaintiff Robert Seneschal alleges claims of negligence and negligent misrepresentation against Defendant East Bay Marine Services, LLC d/b/a Inter-Bay Moorings ("Inter-Bay Moorings"). The Court assumes the truth of the complaint's allegations at this motion to dismiss stage.

According to the complaint, Seneschal is the owner of the M/Y Remedy, a 1991 42-foot Sea Ray Motor Yacht (the "Vessel"). In September 2021, Seneschal entered into a

written maritime contract with Inter-Bay Moorings for dockage and related services at its marina in Hillsborough County, Florida. Under the storage contract, Inter-Bay Moorings required that all outside contractors working at the marina provide proof of insurance and licensing before performing any work and imposed a surcharge on such outside work.

In July 2023, Seneschal requested that Inter-Bay Moorings inspect the Vessel's engines for overheating. Inter-Bay Moorings advised that it did not perform engine work and recommended that Seneschal hire Defendant, Jack R. Cruey d/b/a Master Marine Mobile ("Master Marine Mobile") to perform the work. Relying on Inter-Bay Mooring's representations that Master Marine Mobile was licensed, insured, and qualified, Seneschal retained that company to remove and replace both engines on the Vessel. Following installation, the new engines failed during sea trial and seized, rendering the Vessel inoperable. Despite repeated attempts, Master Marine Mobile was unable to repair the engines, and the Vessel remained at the marina accruing storage charges.

In August 2024, Seneschal learned that Master Marine Mobile was never licensed or insured to perform marine engine work. As a result of Inter-Bay Moorings' misrepresentations and Master Marine Mobile's failed installation, Seneschal incurred damages, including the cost of repairs, storage fees, depreciation, and loss of use.

Master Marine Mobile failed to respond to the complaint, and a Clerk's Default was entered against it for failing to appear or defend.

Now, Inter-Bay Moorings moves to dismiss counts I and II of the complaint under Federal Rule of Civil Procedure 12(b)(6).

### **MOTION TO DISMISS STANDARD**

Federal Rule of Civil Procedure 12(b)(6) allows a complaint to be dismissed for failure to state a claim on which relief can be granted. When reviewing a motion to dismiss, courts must limit their consideration to the well-pleaded allegations, documents central to or referred to in the complaint, and matters judicially noticed. *See La Grasta v. First Union Securities, Inc.*, 358 F.3d 840, 845 (11th Cir. 2004) (internal citations omitted); *Day v. Taylor*, 400 F.3d 1272, 1276 (11th Cir. 2005). Courts must accept all factual allegations as true and view the facts in a light most favorable to the plaintiff. *See Erickson v. Pardus*, 551 U.S. 89, 93–94, 127 S. Ct. 2197, 2200, 167 L. Ed. 2d 1081 (2007).

Legal conclusions, however, “are not entitled to the assumption of truth.” *Ashcroft v. Iqbal*, 556 U.S. 662, 664 (2009). In fact, “conclusory allegations, unwarranted factual deductions or legal conclusions masquerading as facts will not prevent dismissal.” *Davila v. Delta Air Lines, Inc.*, 326 F.3d 1183, 1185 (11th Cir. 2003). To survive a motion to dismiss, a complaint must instead contain sufficient factual matter, accepted as true, to “state a claim to relief that is plausible on its face.” *Iqbal*, 556 U.S. at 678 (internal quotation marks and citations omitted). This plausibility standard is met when the plaintiff pleads enough factual content to allow the court “to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* (internal citations omitted).

### **DISCUSSION**

Under general maritime law, a plaintiff states a claim for negligence by alleging that (1) the defendant owed a duty of care; (2) the defendant breached that duty; (3) the breach was the actual and proximate cause of the injury; and (4) the plaintiff suffered damages.

*Sorrels v. NCL (Bahamas) Ltd.*, 796 F.3d 1275, 1280 (11th Cir. 2015); *Kantrow v. Celebrity Cruises, Inc.*, 510 F. Supp. 3d 1311, 1323 (S.D. Fla. 2020).

A claim for negligent misrepresentation under general maritime law requires the additional allegations that (1) the defendant supplied false information; (2) the defendant failed to exercise reasonable care in obtaining or communicating that information; (3) the plaintiff justifiably relied on the information that the defendant knew or should have known would influence plaintiff to take action; and (4) the plaintiff suffered damages as a result. *Gilchrist Timber Company v. ITT Rayonier, Inc.*, 127 F.3d 1390, 1393-94 (11th Cir. 1997) (applying § 552 and holding that liability arises when one supplies false information without exercising reasonable care and another justifiably relies on that information to their detriment).

The Court concludes that both the negligence and negligent misrepresentation claims are plausible. As stated above, the complaint alleges that Inter-Bay Moorings represented to Seneschal that Master Marine Mobile was licensed and insured, permitted that company to perform work at the marina, and failed to verify whether those representations about Master Marine Mobile were accurate. Accepting these allegations as true, Inter-Bay Moorings breached the duty it voluntarily assumed when it failed to exercise reasonable care in granting access and recommending Master Marine Mobile to Seneschal. The resulting engine failure and related losses, including mechanical damage, storage costs, depreciation, and loss of use, were a direct and foreseeable consequence of that negligence.

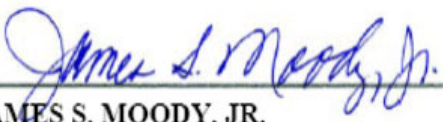
Inter-Bay Moorings' arguments that the alleged negligence could not have been the proximate cause of the damages, or that marine insurance policies do not cover the type of damages alleged in this case, invite factual and legal determinations beyond the four corners of the complaint. In other words, these determinations cannot be made at the motion to dismiss stage.

In sum, the complaint sets forth sufficient factual allegations that, when accepted as true, establish plausible claims for negligence and negligent misrepresentation against Inter-Bay Moorings. The motion to dismiss improperly asks the Court to resolve factual disputes that must be addressed through discovery.

It is therefore ORDERED AND ADJUDGED that:

1. Defendant East Bay Marine Services, LLC's Motion to Dismiss (Dkt. 10) is denied.
2. Defendant shall file its answer to the complaint within fourteen (14) days of this Order.

**DONE** and **ORDERED** in Tampa, Florida, this November 10, 2025.

  
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JAMES S. MOODY, JR.  
UNITED STATES DISTRICT JUDGE

Copies furnished to:  
Counsel/Parties of Record