UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 22-81648-Civ-MATTHEWMAN

IN THE MATTER OF THE COMPLAINT OF TYLER CHAVES, FOR EXONERATION FROM OR LIMITATION OF LIABILITY AS OWNERS OF A 23-FOOT 2005 PRO-LINE BOAT, HULL ID NO. PLCSP054H405.
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ORDER GRANTING IN PART AND DENYING IN PART PETITIONER'S MOTION FOR PARTIAL SUMMARY JUDGMENT [DE 61]

THIS CAUSE is before the Court upon Petitioner Tyler Chaves' ("Petitioner" or "Chaves" or "Petitioner Chaves") Motion for Partial Summary Judgment ("Motion") [DE 61]. Claimant, Donald Partridge as Administrator of the Estate of Lindsey Partridge ("Claimant"), has filed a response to the Motion [DE 74], and Petitioner has filed a reply [DE 95]. Petitioner has also filed a Notice of Supplemental Authority Regarding Petitioner's Motion for Partial Summary Judgment [DE 107]. The Court heard argument on the Motion at a hearing on January 25, 2024. The matter is now ripe for review, and the Court has carefully considered the filings and attachments thereto, argument of counsel, as well as the entire docket in this case.

I. BACKGROUND

On October 27, 2022, Petitioner filed a Petition for Exoneration from or Limitation of Liability [DE 1]. He is the owner of a of a 2005 23' Pro-Line Vessel, bearing Hull Identification No. PLCSP054H405 and is seeking exoneration from or limitation of liability, for all claims arising out of an incident that occurred on or about March 13, 2022, on the navigable waters of the United States near Boca Raton, Florida. *Id.* at 1. Lindsey Partridge rented the boat which was owned by Chaves through the online web site GetMyBoat.com. [DE 8 at 8]. Petitioner Chaves, the

owner of the boat, personally delivered the boat to her and launched the boat off of his trailer for her and her passenger Jacob Smith. *Id.* Lindsey Partridge was operating the rented boat in the Atlantic Ocean just off the Boca Raton inlet where she encountered heavy seas and rough weather. *Id.* The heavy seas caused the rented boat to roll which caused her to be ejected from the boat and thrown into the water. *Id.* When she was ejected from the boat into the water, she was immediately struck by the engine's propeller which caused her fatal injuries and untimely death. *Id.*

On January 5, 2023, Claimant filed an Answer to Limitation Complaint, Affirmative Defenses, Claim, and Demand for Jury Trial [DE 7; 8]. On January 11, 2023, Claimant Get My Boat, Inc. filed an Answer and Affirmative Defenses to Petition for Exoneration from or Limitation of Liability and Claim Against Petitioner [DE 9]. Thereafter, Claimant filed a Cross Claim against Claimant Get My Boat, Inc. [DE 10].

Petitioner is currently moving for partial summary judgment in this admiralty action (1) granting exoneration from, or in the alternative, limitation of liability pursuant to the Exoneration Limitation of Liability Act, 46 U.S.C. § 30501 et seq, and (2) exclusively applying Florida law concerning recovery of pecuniary damages. [DE 61].

II. UNDISPUTED FACTS FROM STATEMENTS OF MATERIAL FACTS

The following facts are drawn from the uncontested portions of the record together with the parties' respective statements of material facts ("SMF") [DE 62; 74; 96].

Decedent Lindsey Partridge (hereinafter "Decedent" or "Partridge") was a 22-year-old female from Nashua, New Hampshire, at the time of the incident. [Petitioner's Statement of Material Facts ("Pet'r's SMF"), DE 62 ¶ 1]. Decedent was unmarried and had no children or dependents at the time of her death on March 13, 2022. Pet'r's SMF ¶ 2. Prior to the incident, she and her boyfriend, Jacob Smith, were in South Florida on vacation and decided to rent a boat for

an excursion. Pet'r's SMF ¶ 3. Both had been passengers aboard boats on outings with friends and family on lakes in Massachusetts and New Hampshire, but the couple had no substantive experience navigating vessels themselves. Pet'r's SMF ¶ 4. Petitioner Chaves was the owner of the 23-foot boat rented to the decedent Lindsey Partridge on March 13, 2022. [Claimant's Additional Facts ("Clmt.'s SMF"), DE 74 ¶ 28]. In her communications with Petitioner while reserving his boat, Decedent represented that she "rented boats on the gulf side and up in Lake Winni in New Hampshire very choppy water." Pet'r's SMF ¶ 4.

Petitioner met with the couple at Pioneer Park in Boca Raton, Florida, to provide them with the vessel. Pet'r's SMF ¶ 6. Lindsey Partridge and Jacob Smith were never told by Petitioner that there was a small boat advisory that day on the water. Clmt.'s SMF ¶ 25. Petitioner's pre-ride instructions lasted less than 10 minutes. Clmt.'s SMF ¶ 27. 29. Petitioner's boat was equipped with an engine "cut off" switch, but Petitioner did not provide an engine cut-off switch lanyard to Lindsey Partridge. Clmt.'s SMF ¶ 29-30. The boat's manual described when the engine cutoff switch should be used. Clmt.'s SMF ¶ 31. Petitioner had the manual and "probably briefly read through it." Clmt.'s SMF ¶ 32. Petitioner did not tell Lindsey Partridge that his boat was equipped with an engine "cut-off" switch because he did not know his boat even had one. Clmt.'s SMF ¶ 34. He thought it was a bottle opener. Clmt.'s SMF ¶ 35. Petitioner did not have a Florida Boating License on March 13, 2022. Clmt.'s SMF ¶ 37.

For their excursion, the couple brought a six-pack of Whiteclaw hard seltzer beverages, an unspecified number of beers, and pre-rolled Delta-8 THC marijuana joints. Pet'r's SMF ¶ 8. During their excursion, Smith and Decedent had consumed at least one Whiteclaw drink or beer each. Pet'r's SMF ¶ 10. There were no Delta-8 joints smoked before or during the subject boat rental. Clmt.'s SMF ¶ 23.

Once on the open ocean, Smith navigated the vessel for at least a few minutes. Pet'r's SMF ¶ 11. He was unqualified to do this, since he had not taken the state boating safety course and had next to no experience navigating vessels. Pet'r's SMF ¶ 11. After passing through the Boca Inlet, the seas became rough, prompting the couple to return to the calmer waters of the Intracoastal. Pet'r's SMF ¶ 12. The impact from a wave threw Decedent overboard, causing her to contact with the boat engine propeller and be pulled away from the boat. Pet'r's SMF ¶ 14. Smith was knocked down to the deck when a wave hit the boat. Clmt.'s SMF ¶ 36. Smith briefly tried to navigate the boat to her location, but subsequently cut the engine, opting to swim to the Decedent instead. Pet'r's SMF ¶ 15. Decedent, Smith, and the boat were approximately 100-150 yards from the shore, adjacent to the Boca Raton Beach Club when this incident occurred. Pet'r's SMF ¶ 16. Subsequently, lifeguards and first responders attended to Decedent, who was then taken to a nearby hospital, where she was pronounced dead soon after arrival. Pet'r's SMF ¶ 17. Decedent was confirmed to have passed less than two hours after being struck by the boat's engine propeller. Pet'r's SMF ¶ 18.

III. MOTION, RESPONSE, AND REPLY

A. Motion

In the Motion, Petitioner argues that the Florida Livery Statute is inapplicable because the 2021 version did not define "livery" or contain "guidance as to the meaning of the term as used in the statute existed at the time of the incident," and the 2023 version of the statute cannot be retroactively applied. [DE 61 at 3–5]. According to Petitioner, "[r]equiring Mr. Chaves to adhere to standards set after the relevant events occurred creates an impossible expectation to meet. Mr. Chaves had no notice that the peer to peer rental might trigger the need to comply with § 327.54 or that he could be considered a 'livery' at the time. Fla. Stat. § 327.54 (2021)." *Id.* at 4. Moreover,

"[b]ased on his unsupported claim that Petitioner is subject to the livery statute, Claimant seeks to impose an impossible standard of conduct." *Id.* at 5.

Petitioner additionally asserts that the recoverable damages, if any, are limited to the value of the vessel because the action falls under admiralty jurisdiction, the Court has more discretion to grant summary judgment because the case is set for a bench trial, the initial burden of persuasion rests with the claimants, and Claimant cannot satisfy his initial burden of persuasion. *Id.* at 6–13. Petitioner contends that "Claimant's expert on the matter, Alan Richard, has been unable to state an act or omission on Petitioner's part that contributed to the incident in any way." *Id.* at 10. He further explains how the statutory violations he allegedly committed did not contribute to the incident in any way. *Id.* Petitioner next asserts that, even if Claimant had satisfied his burden of persuasion, Petitioner is still entitled to summary judgment because there is no evidence that he had privity or knowledge of any negligence or unseaworthy condition. *Id.* at 13–16.

According to Petitioner, recoverable pecuniary damages are limited by state law since a non-seafarer was killed in state territorial waters. *Id.* at 16–17. He maintains that Claimant is thus "precluded from recovery of loss of earnings and prospective net accumulations of estate owing to the age and marital status of the Decedent at the time of her death" under the Florida Wrongful Death Act. *Id.* at 19.

B. Response

In response, Claimant argues that Petitioner's vessel qualified as a livery boat under the express plain language of the 2021 version of the applicable Florida statute. [DE 75 at 4]. Claimant next asserts that the safety statute's requirements are far from "impossible," and that Petitioner could have easily fulfilled them. *Id.* Claimant maintains that he does not need to prove the cause of the loss at this stage because Petitioner has violated safety statutes, and the burden has therefore

shifted; in other words, Petitioner "has not rebutted Claimant's argument on negligence per se to date." *Id.* at 5. Claimant contends that Petitioner also cannot limit his liability because his boat was unseaworthy at the commencement of the subject voyage because "(1) the engine cut-off switch lanyard aboard Chaves' boat was missing the essential lanyard, which would have stopped the engine upon becoming detached, and (2) the vessel did not have a crew that was fit for duty (Lindsey Partridge), because she did not have proper training provided to her by Chaves." *Id.* at 7.

Claimant further asserts that, "[i]f the Court finds that there was no violation of a safety statute, Claimant argues that the case is not ripe for a summary judgment ruling on the issue of limitation because there is a genuine dispute of material fact as to the cause of the loss, which will need to be fleshed out in a trial." *Id.* at 8. He argues that Petitioner's "negligent actions and inactions" actually "caused Lindsey Partridge to be thrown from his boat and in turn she was struck in the head with a running boat propeller and was killed." *Id.* at 12. Claimant maintains that Petitioner had privity and knowledge of the negligence that caused the loss and Petitioner "cannot stick his head in the sand and say he didn't know that the statute applied to his boat to avoid liability." *Id.*

With regard to pecuniary damages, Claimant "submits that the Florida Legislature has excluded decedents' estates when the decedent was under the age of 25 years from recovering loss of net estate accumulations without a rational basis for doing so. It appears that the legislature created an arbitrary classification violative of the equal protection clause. The classification appears arbitrary and totally unrelated to any state interest." [DE 13]. Claimant admits that he cannot find any cases that hold the Florida Wrongful Death Statute to be unconstitutional, however. *Id.*

C. Reply

In reply, Petitioner first contends that, even if his boat was classified as a "livery vessel" under the 2021 version of the statute, there was no definition of "livery" in that version. [DE 95 at 1]. The definition for "livery" was later included in the 2023 version of the statute. *Id.* at 2. Petitioner next argues that "[b]ecause Claimant has not proven that Petitioner violated any state or federal safety statutes, the burden of proving cause of loss remains with the Claimant." *Id.* He explains that Claimant has not provided evidence that shows that "the lack of a functional ECOS system aboard Petitioner's boat could have contributed to the incident in any fashion" and asserts that "Decedent and Jacob Smith placed themselves in this situation by disregarding the instruction by Petitioner not to navigate into the open ocean, despite having minimal, if any, experience navigating vessels." *Id.* at 2. Petitioner also maintains that his vessel was seaworthy at the time of the incident. *Id.* at 3–4. He contends that he did not have privity or knowledge of any negligence that caused the subject loss. *Id.* at 4–5. Finally, Petitioner represents that "Decedent's estate is not entitled to loss of net prospective accumulations under Florida Statute [§] 768.21." *Id.* at 6.

IV. STANDARD OF REVIEW

Federal Rule of Civil Procedure 56(a) states in relevant part that "[a] party may move for summary judgment, identifying each claim or defense—or the part of each claim or defense—on which summary judgment is sought. The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). The moving party bears the initial responsibility of demonstrating to the court by reference to the record that there are no genuine issues of material fact that need to be decided at trial. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986).

When a moving party has discharged its initial burden, the nonmoving party must "go beyond the pleadings," and, by its own affidavits or by "depositions, answers to interrogatories, and admissions on file," identify specific facts showing there is a genuine issue for trial. *Celotex,* 477 U.S. at 324. The nonmoving party "must do more than simply show that there is some metaphysical doubt as to the material facts." *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986).

When deciding whether summary judgment is appropriate, the Court must view the evidence and all reasonable factual inferences in the light most favorable to the party opposing the motion. *Witter v. Delta Air Lines, Inc.*, 138 F.3d 1366, 1369 (11th Cir. 1998) (citations and quotations omitted). Any doubts regarding whether a trial is necessary must be resolved against the moving party. *Adickes v. S.H. Kress & Co.*, 398 U.S. 144, 157 (1970).

So long as the non-moving party has had an ample opportunity to conduct discovery, the non-movant must come forward with affirmative evidence to support its claim. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 257 (1986). "A mere 'scintilla' of evidence supporting the opposing party's position will not suffice; there must be enough of a showing that the [trier of fact] could reasonably find for that party." *Walker v. Darby*, 911 F.2d 1573, 1577 (11th Cir. 1990). If the evidence advanced by the nonmoving party "is merely colorable, or is not significantly probative, then summary judgment may be granted." *Anderson*, 477 U.S. 242, 249–50.

V. DISCUSSION AND ANALYSIS

A. Whether the Florida Livery Statute Applies to Petitioner

The first issue raised by Petitioner in his Motion is that the Florida livery statute does not apply to him. The 2021 version of section 327.54, Florida Statutes, creates certain requirements for a "livery." However, the term "livery" is not specifically defined within the statute. Under the

2021 version of the Florida Statutes, 327.02 (24), however, a "livery vessel" is specifically defined as a "vessel leased, rented, or chartered to another for consideration."

The later version of section 327.54, which went into effect in January 2023, added a definition of "livery," as follows:

> "Livery" means a person who advertises and offers a livery vessel for use by another in exchange for any type of consideration when such person does not also provide the lessee or renter with a captain, a crew, or any type of staff or personnel to operate, oversee, maintain, or manage the vessel. The owner of a vessel who does not advertise his or her vessel for use by another for consideration and who loans or offers his or her vessel for use to another known to him or her either for consideration or without consideration is not a livery. A public or private school or postsecondary institution located within this state is not a livery. A vessel rented or leased by a livery is a livery vessel as defined in s. 327.02.

§ 327.54(c), Fla. Stat. (2023). While the Court is required to rely on the 2021 version of the statute, and does so here, it can clearly consider the 2023 version for guidance.

The Court first notes that other courts have not had any issue determining the meaning of "livery" under the older version(s) of the statute. *See, e.g., Fox v. Sunset WaveRunner Tours, Inc.*, No. 15-10055-CIV, 2016 WL 4250401, at *1 (S.D. Fla. Aug. 9, 2016); *Boone v. Courtesy Boat Rentals & Yacht Charters, Inc.*, No. 11-62504-CIV, 2015 WL 12778795 (S.D. Fla. Jan. 15, 2015); *Tassinari v. Key W. Water Tours, L.C.*, No. 0610116CIV-MOORE, 2007 WL 1879172 (S.D. Fla. June 27, 2007).

Second, a commonsense reading of the definition of "livery vessel" in the statute implies that a person must have leased, rented or chartered the vessel to another for consideration. In other words, a livery vessel could not exist without a livery. In this case, Petitioner clearly owned a livery vessel. Further, the express language of section 327.54 itself, states throughout that liveries may not knowingly lease, hire, or rent vessels under certain conditions. In the instant case, it is undisputed that Petitioner rented his vessel out to Decedent. *See* Clmt.'s SMF ¶ 28. The Court

must read the statutes together in a commonsense and logical manner. *See Savage Servs. Corp. v. United States*, 25 F.4th 925, 933 (11th Cir. 2022) (citing *K Mart Corp. v. Cartier, Inc.*, 486 U.S. 281, 291 (1988)) ("In ascertaining the plain meaning of the statute, the court must look to the particular statutory language at issue, as well as the language and design of the statute as a whole."). In doing so here, it seems obvious that, since Petitioner owned a livery vessel as defined in the 2021 version of section 327.02, Florida Statutes, and since Petitioner rented his livery vessel to Claimant as contemplated in section 327.54, Petitioner therefore was subject to the livery statute in existence at the time of the fatal incident in this case. The statute is clear. Further, Petitioner's notice argument is without merit as this is not a retroactive application of the 2023 version of the livery statute but rather a commonsense and logical application of the 2021 livery statute to Petitioner.

Third, the Court notes that Petitioner would clearly also qualify as a livery under the 2023 version of the statute. Once again, however, the Court is fully aware that the 2023 statute cannot be applied retroactively to Petitioner and the Court is not doing so here. The Court mentions the 2023 version here because the parties have addressed both the 2021 and 2023 versions of the statute in their papers.

Thus, Petitioner's arguments that he could not have possibly known that the Florida livery statute applied to him and that he should not be held to "impossible statutory standards of conduct" must be rejected at the summary judgment stage. Petitioner has not met his burden of establishing that it is undisputed that the 2021 version of the Florida statute did not apply to him. Further, the Court notes that it has previously made a finding that Petitioner violated sections 327.54(1)(e) and 327.54(3)(f), Florida Statutes (2021). [DE 112 at 15].

B. Exoneration

"An owner will be exonerated from liability when he, his vessel, and crew are found to be completely free of fault." *In re Complaint of Caribbean Sea Transport,* 748 F.2d 622, 626 (11th Cir. 1984) (citing *Tittle v. Aldacosta,* 544 F.2d 752, 755 (5th Cir. 1977)). "In all Limitation of Liability Act proceedings where both exoneration and limitation are sought, the first inquiry is whether the tug or its owners are liable." *Goodloe Marine, Inc. v. Caillou Island Towing Co., Inc.*, No. 8:20-CV-1641-JLB-AAS, 2023 WL 4235339, at *5 (M.D. Fla. June 28, 2023) (citing *Providence & New York S.S. Co. v. Hill Mfrg. Co.*, 109 U.S. 578, 595 (1883)). A vessel owner is liable if it is established that his negligent acts were "a contributory and proximate cause of the accident." *Hercules Carriers, Inc. v. Claimant State of Florida*, 768 F.2d 1558, 1566 (11th Cir. 1985). "A shipowner is entitled to exoneration from all liability ... only when it demonstrates that it is free from any contributory fault." *Amer. Dredging Co. v. Lambert*, 81 F.3d 127, 129 (11th Cir. 1996); *see also In re Royal Caribbean Cruises, Ltd.*, 55 F. Supp. 2d 1367, 1370 (S.D. Fla. 1999) ("If there is no evidence of [defendant's] negligence or contributory fault, then [defendant] is entitled to exoneration from all liability.").

In his Motion, Petitioner claims that "[a]s a matter of law, Claimant cannot prove breach of duty or causation under any of their theories of liability." [DE 61 at 10]. In his reply, Petitioner maintains that he is entitled to exoneration "because Claimant cannot prove Petitioner violated the federal cut off switch statute or the Florida livery statute." [DE 95 at 2]. These arguments are without merit. There are disputed issues of material fact as to whether Petitioner violated the federal cut-off statute, as discussed in the Court's prior Order [DE 112 at 10]. Additionally, the Court has determined above in this Order that section 327.54 applied to Petitioner, and the Court has also previously determined in a prior order that Petitioner violated sections 327.54(1)(e) and

327.54(3)(f), Florida Statutes (2021). [DE 112 at 15]. Thus, the Court cannot possibly grant summary judgment in Petitioner's favor as he has not met his burden of establishing that he is free from any contributory fault and there are genuine issues of material fault as to causation. As further discussed below, there are also genuine issues of material fact regarding the seaworthiness of the vessel.

C. Limitation of Liability

The Court will now turn to the limitation of liability issue. The Eleventh Circuit has held that the determination of whether the owner of a vessel is entitled to limitation of liability requires a two-step analysis: (1) "the court must determine what acts of negligence or conditions of unseaworthiness caused the accident;" and (2) "the court must determine whether the ship owner had knowledge or privity of those same acts of negligence or conditions of unseaworthiness." *Keys Jet Ski, Inc. v. Kays*, 893 F.2d 1225, 1230 (11th Cir.1990) (citing *Farrell Lines, Inc. v. Jones,* 530 F.2d 7, 10 (5th Cir.1976)). "Privity and knowledge are deemed to exist where the owner had the means of knowledge or, as otherwise stated, where knowledge would have been obtained from reasonable inspection." *China Union Lines., Ltd. v. A.O. Andersen & Co.*, 364 F.2d 769, 792–93 (5th Cir.1966). "The damage claimants bear the initial burden of establishing liability, and the shipowner then bears the burden of establishing the lack of privity or knowledge." *Beiswenger Enterprises Corp. v. Carletta*, 86 F.3d 1032, 1036 (11th Cir. 1996).

First, the Court finds that, for purposes of summary judgment, the burden of proof of what caused the loss has shifted to Petitioner as Claimant has, in fact, established that Petitioner violated the two state statutes—sections 327.54(1)(e) and 327.54(3)(f), Florida Statutes (2021)—and has also identified a material issue of disputed fact as to whether Petitioner violated the federal safety statute. *See* DE 112. Regardless, and even if there had been no burden shift, there are genuine

issues of material fact regarding causation here. For example, the parties disagree as to whether "Smith took the helm of the vessel while Decedent grabbed another drink" and whether "[w]hile Smith was navigating and Decedent was away from the helm, a wave struck the side of the boat." [Pet'r's SMF ¶ 13; Clmt.'s SMF ¶ 13]. They disagree as to how many alcoholic beverages Decedent and Jacobs Smith imbibed prior to the incident. [Clmt.'s SMF ¶¶ 21–22; Petitioner's Reply to Claimant's Additional Facts ("Pet'r's Reply SMF"), DE 96 ¶¶ 21–22]. The parties also disagree as to whether Decedent and Smith were told by Petitioner not to leave the inlet and the exact content of the pre-ride instructions Petitioner gave to Decedent. [Clmt.'s SMF ¶¶ 24–27; Pet'r's Reply SMF ¶¶ 24–27]. Thus, there are genuine issues of material fact as to what acts of negligence, if any, caused the accident.

Similarly, Petitioner argues that the vessel was seaworthy and that Claimant is improperly characterizing the vessel as unseaworthy for not having a functional ECOS system and for not having a fit crew. [DE 95 at 3]. However, as the Court has already found, there are issues of material fact regarding the ECOS requirement. [DE 112 at 10]. It is also clear that there are genuine issues of material fact regarding Decedent's and Smith's fitness for captaining the vessel. Therefore, there are issues of material fact regarding unseaworthiness.

Further, there are also genuine issues of material fact as to whether Petitioner had knowledge or privity of those same acts of negligence or conditions of unseaworthiness. Petitioner's entire argument on this issue is that he did not commit "any acts or omissions that place him in privity or knowledge of contributing factors to this incident." [DE 95 at 5]. This argument is not supported by the facts or by the above analysis.

D. Recoverable Damages

It is clear here that Decedent's estate is not entitled to loss of net prospective accumulations under section 768.21, Florida Statutes. Subsection (6) of that statute states in relevant part that the decedent's personal representative may only recover loss of prospective net accumulations of the estate (1) if the decedent's survivors include a surviving spouse or lineal descendants; or (2) if the decedent is not a minor child and there is a surviving parent. § 769.21(6), Fla. Stat. Section 768.18(2), Florida Statutes, defines "minor children" as "children under 25 years of age." § 768.18(2). Here, it is undisputed that Decedent was under 25 years old, unmarried, and without children at the time of the incident and her untimely death.

While Claimant may take issue with the constitutionality of the Florida Wrongful Death Act, he has not identified any cases in his papers or at oral argument which support his entitlement to net prospective accumulations of the estate. *See* DE 75 at 13–14 ("Admittedly, counsel has not been able to locate a case on point to hold that the Florida Wrongful Death statute is unconstitutional and violative of the equal protection clause of the Florida Constitution. Counsel argues that the distinction in ages/classification made is arbitrary and there is no sound basis for treating such ages differently."). Thus, the Court will grant summary judgment in Petitioner's favor on this issue. Claimant is not entitled to loss of net prospective accumulations.

VI. CONCLUSION

Based on the foregoing, it is hereby **ORDERED AND ADJUDGED** that Petitioner Tyler Chaves' Motion for Partial Summary Judgment [DE 61] is **GRANTED IN PART AND DENIED IN PART, as stated herein**.

DONE and ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida, this 2nd day of February, 2024.

WILLIAM MATTHEWMAN
United States Magistrate Judge