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 CLAIMANT'S MOTION FOR SUMMARY JUDGMENT [DE 40]

THIS CAUSE is before the Court upon Claimant's, Donald S. Partridge, as Administrator of the Estate of Lindsey Faith Partridge ("Claimant"), Motion for Summary Judgment ("Motion") [DE 40]. Petitioner Tyler Chaves ("Petitioner" or "Petitioner Chaves" or "Chaves") has filed a response to the Motion [DE 47] and a Supplement to his Response [DE 69], and Claimant has filed a reply [DE 49]. The Court also 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, the arguments 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 Faith Partridge rented the boat which was owned by Petitioner Chaves through the online website GetMyBoat.com. [DE 8 at 8]. 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 Partridge 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].

Claimant is currently moving for summary judgment in this admiralty action in his favor and against Petitioner regarding Petitioner's right to exoneration from or limitation to liability pursuant to 46 U.S.C. § 30501, *et seq.*, and Supplemental Rule F of the Federal Rules of Civil Procedure. [DE 40].

II. UNDISPUTED FACTS FROM STATEMENTS OF MATERIAL FACTS

In Petitioner's Response to Claimant's Statement of Material Facts [DE 46], Petitioner does not truly dispute any of the facts relied on by Claimant in Claimant's Statement of Material Facts [DE 39]. Instead, Petitioner simply provides further context and explanation for the undisputed facts.

The following facts are drawn from the uncontested portions of the record together with the parties' respective statements of material facts ("SMF") [DE 39; 46].

Petitioner Chaves was the owner of the 23-foot boat rented to the decedent Lindsey Partridge on March 13, 2022. *See* Claimant's Statement of Material Facts ("Clmt.'s SMF"), DE 39 ¶ 1. Lindsey Partridge died when she was thrown from the boat on March 13, 2022, and struck by the boat's propeller. Clmt.'s SMF ¶ 2. Jacob Smith, who was also in Petitioner's boat rented to Lindsey Partridge, was knocked down to the deck when a wave hit the boat. Clmt.'s SMF ¶ 10.

Petitioner's boat was equipped with an engine "cut off" switch. Clmt.'s SMF ¶ 3. Petitioner did not provide an engine cut-off switch lanyard to Lindsey Partridge. Clmt.'s SMF ¶ 4. The boat's manual described that the engine cut-off switch should be used. Clmt.'s SMF ¶ 5. Petitioner had the manual and "probably briefly read through it." Clmt.'s SMF ¶ 6. 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 ¶ 8. He thought it was a bottle opener. Clmt.'s SMF ¶ 9. Petitioner did not have a Florida Boating License on March 13, 2022. Clmt.'s SMF ¶ 11. Finally, Petitioner did not comply with Florida Statute 327 because he did not have the required safety poster displayed when he rented his boat to Lindsey Partridge. Clmt.'s SMF ¶ 7.

III. MOTION, RESPONSE, AND REPLY

A. Motion

In his Motion, Claimant argues that summary judgment should be granted in his favor because Petitioner did not have a seaworthy vessel at the start of the rental voyage and because Petitioner was negligent for failing to comply with boating safety statutes. [DE 40 at 3]. More specifically, Claimant argues that Petitioner was required to have a proper Florida boating license pursuant to section 327.54(1)(e)(4), Florida Statutes, and did not; was required to display a FWC boating safety placard (which contains information about the use of engine "cut-off" switches) pursuant to section 327.54(f), Florida Statutes, and did not; and was required to having an engine

cut-off switch and link/lanyard on his rented boat pursuant to 46 U.S.C. § 4312(b)(1), and did not. *Id.* at 3–6. According to Claimant, Petitioner's violations of these three safety statutes constitute negligence per se and create a presumption of fault that Petitioner cannot rebut pursuant to the Pennsylvania Rule, which Claimant argues applies in this case. *Id.* at 6–8. Finally, Claimant contends that the boat at issue was unseaworthy at the beginning of the voyage, so Petitioner should not have the right to limitation of liability and summary judgment should be granted in Claimant's favor. *Id.* at 8–10.

B. Response

In response, Petitioner initially points out that motions for summary judgment are rarely granted when material facts concern negligence. [DE 47 at 1–2]. He asserts that, in this case, "there are multiple genuine material issues best left to the trier of fact. Chief among these is the conflicting testimony between Petitioner and Jacob Smith, who present different testimony on what Petitioner told Decedent during his pre-ride instructions." *Id.* at 2. Petitioner further argues that that "there are several issues of material fact regarding the various state and federal statutes that preclude summary judgment at this juncture, namely Coast Guard kill-switch regulations and the state livery statute." *Id.*

According to Petitioner, his New Jersey boating license is a valid substitute for a Florida boating license under the Florida livery statute and the statute itself is ambiguous as to this issue. *Id.* at 3–4. Next, he argues that his alleged failure to display the FWC Boating Safety Information Card has no bearing on causation or the outcome of the accident since he discussed the contents of the placard verbally during the pre-ride discussion, Lindsey Partridge and Jacob Smith still would have ventured into open ocean, they still would have consumed several alcoholic beverages each, and Ms. Partridge still would have left her station at the center console to get another drink

immediately before being thrown overboard. *Id.* at 4–5. Petitioner further claims that "Decedent and Chaves also would not have needed a safety placard to appreciate the dangers inherent in navigating Petitioner's boat." *Id.* at 5.

With regard to Claimant's argument about the alleged violation of 46 U.S.C. § 4312, Petitioner claims that there are genuine issues of material fact. *Id.* at 6. First, Petitioner claims that the statute directs the installation of an Engine Cut-Off Switch System ("ECOS") requirements to manufacturers, distributors, and dealers—and not individual owners. *Id.* Second, he asserts that the statute has a "use" component, and "[s]ince the vessel was not operating at a speed requiring the use of an ECOS system, Petitioner did not violate" the statute. *Id.* at 7. Third, Petitioner maintains that his vessel is not covered by the statute by virtue of its age and relies on the "Coast Guard FAQs on Engine Cut-Off Switches," which states that vessels manufactured before 2020 are not required to possess and maintain these systems in working order. *Id.* Fourth, he argues that "inclusion and use of an ECOS system would not have prevented [the accident's] occurrence." *Id.* at 7–8.

In light of the foregoing, Petitioner asserts that, "[s]ince there remain genuine issues of material fact on whether Petitioner actually violated the state and federal statutes that Claimant alleges occurred, Claimant should not be entitled to the presumptions inherent with negligence per se and the *Pennsylvania* Rule." *Id.* at 8. He further argues that "Claimant does not present a claim for unseaworthiness under general maritime law since none of the relevant individuals are seamen," and "[e]ven if there were a valid unseaworthiness claim here, his boat is not subject to the federal small craft engine cut off statute, so lack of an ECOS lanyard aboard was not an existing unseaworthy condition that precludes Petitioner from invoking limitation of liability." *Id.* at 10–11.

C. Reply

In reply, Claimant initially states that the Motion is not premature. [DE 49 at 1–2]. He next claims that section 327.54(8) is not ambiguous and that Petitioner's New Jersey boating license is not a valid substitute for a Florida boater's license in the context of a person delivering instruction regarding the safe operation of vessels or pre-rental or pre-ride instructions. *Id.* at 2. According to Claimant, Petitioner is "confusing the requirements of F.S. § 327.54(8) regarding the requirements for the person providing the instruction with the boating licensing requirements found at F.S. § 327.395 which applies to anyone who is going to operate a boat on Florida navigable waters who was born after January 1, 1988." *Id.* Claimant further claims that "the word AND contained in the Livery statute §327.54(8) is not ambiguous. The statute requires that the education course be approved by the NASBLA and this state." *Id.* at 3.

Next, Claimant contends that, contrary to Petitioner's argument in his response, the vessel is subject to the ECOS law and "[e]ven the U.S. Coast Guard 'fact sheet' submitted as an exhibit by Chaves (Doc. 47-7) states that: It applies to vessels less than 26 feet long (Question 3)." *Id.* at 4. Claimant further points out that Petitioner's vessel did, in fact, have a cut-off switch installed and Petitioner "just chose not to find out what it was, how to use it, or to have the required lanyard/link attached." *Id.*

Claimant explains that unseaworthiness is a defense to limitation of liability involving non-seafarers and that the Eleventh Circuit "has held that the vessel owner is liable beyond the value of the vessel if it had privity and knowledge before the start of the voyage of the acts of negligence or conditions of unseaworthiness that caused the accident." *Id.* at 5. He also points out that, since the Florida livery statute requires a rented boat to be a seaworthy vessel, "[c]learly the Florida legislature was applying the doctrine of providing a seaworthy vessel to persons who are obviously

not seafarers (i.e. not professional seaman who make their living going to sea), because the statute was written for boat rentals." *Id.* at 6.

Claimant concludes by asserting that Petitioner has not met his burden under the Pennsylvania Rule of showing that the violation of the safety statutes could not, in any way, have caused the incident, so summary judgment should be granted in Claimant's favor. *Id.* at 6–9.

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. *Id.* 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 plaintiff alleging negligence per se[1] must show that (1) he or she is a member of the class the statute intended to protect; (2) he or she suffered injuries that the statute was designed to prevent; and (3) the violation of the statute was the proximate cause of the injuries. *Liese v. Indian River Cnty. Hosp. Dist.*, 701 F.3d 334, 354 (11th Cir. 2012).

A. The Statutory Violations

Claimant argues that Petitioner has violated three safety statutes. First, section 327.54, Florida Statutes, discusses pre-rental and pre-ride instruction and states in relevant part:

> Any person delivering the information specified in this paragraph must have successfully completed a boater safety course approved by the National Association of State Boating Law Administrators and this State.

Fla. Stat. § 327.54(1)(e) (2021). It should be noted that, in his response to Claimant's Motion, Petitioner makes no argument that he does not qualify as a livery under this statute or that the statute does not apply to him. Therefore, any such argument about the applicability of the Florida livery statute has been waived. Instead, Petitioner claims that the statute is ambiguous as to the

[1] While Claimant's Claim alleges both negligence and negligence per se [DE 8], the Motion [DE 40] solely deals with negligence per se.

validity of out-of-state boating licenses and that Petitioner has a boating license from New Jersey. [DE 47 at 4]. The Court disagrees and finds, given the wording of the statute, that the undisputed material facts establish that Petitioner violated this statute. Petitioner has not and cannot establish that he completed a boater safety course approved by the State of Florida. Thus, the Court will grant summary judgment in favor of Claimant on the discrete issue of whether Petitioner violated section 327.54(1)(e), Florida Statutes (2021).

Next, section 327.54, Florida Statutes, states in relevant part:

> A livery may not knowingly lease or rent a vessel to any person unless the livery displays the boating safety information in a place visible to the renting public. The commission shall prescribe by rule, pursuant to chapter 120, the contents and size of the boating safety information to be displayed.

Fla. Stat. § 327.54(3)(f) (2021). Again, it should be noted that, in his response, Petitioner makes no argument that he does not qualify as a livery under this statute or that the statute does not apply to him. Therefore, any such argument about the applicability of the Florida livery statute has been waived. Instead, Petitioner admits in his response to the Motion "there was no FWC placard aboard Petitioner's vessel before the incident took place." [DE 47 at 13]. Thus, the Court finds that the undisputed material facts establish that Petitioner violated this statute. Thus, the Court will grant summary judgment in favor of Claimant on the discrete issue of whether Petitioner violated section 327.54(3)(f) Florida Statutes (2021).

Third and finally, 46 U.S.C. § 4312, states in relevant part:

> **(a) Installation requirement.**--A manufacturer, distributor, or dealer that installs propulsion machinery and associated starting controls on a covered recreational vessel shall equip such vessel with an engine cut-off switch and engine cut-off switch link that meet American Boat and Yacht Council Standard A-33, as in effect on the date of the enactment of the Frank LoBiondo Coast Guard Authorization Act of 2018 (Public Law 115-282).
>
> **(b) Use requirement.**—

> **(1) In general.**--An individual operating a covered recreational vessel shall use an engine cut-off switch link while operating on plane or above displacement speed.
>
> **(2) Exceptions.**--The requirement under paragraph (1) shall not apply if—
>
> **(A)** the main helm of the covered vessel is installed within an enclosed cabin; or
>
> **(B)** the vessel does not have an engine cut-off switch and is not required to have one under subsection (a).
>
> **(c) Education on cut-off switches.**--The Commandant of the Coast Guard, through the National Boating Safety Advisory Committee established under section 15105, may initiate a boating safety program on the use and benefits of cut-off switches for recreational vessels.
>
> …
>
> **(e) Definitions.**--In this section:
>
> **(1) Covered recreational vessel.**--The term "covered recreational vessel" means a recreational vessel that is—
>
> **(A)** less than 26 feet overall in length; and
>
> **(B)** capable of developing 115 pounds or more of static thrust.
> …

46 U.S.C. § 4312. Petitioner has provided as an exhibit to his response the "Engine/Propulsion Cut-Off Devices FAQ" from the U.S. Coast Guard website. [DE 47-7]. Questions 7, 18, and 19 from the frequently asked questions do seem to imply that boats built prior to 2020 do not have to have working Engine Cut-Off Switch systems. *Id.* Thus, Petitioner has provided evidence that creates a genuine issue of material fact as to whether Petitioner's vessel, which was manufactured in 2005, was required to be in compliance with 46 U.S.C. § 4312.

B. The Pennsylvania Rule Does Not Apply Under the Facts of This Case

"Federal maritime law's unique version of negligence per se is embodied in what is called the 'Pennsylvania Rule.'" *Tassinari v. Key W. Water Tours, L.C.*, No. 0610116CIV-MOORE, 2007 WL 1879172, at *2 (S.D. Fla. June 27, 2007) (citing *Superior Constr. Co., Inc. v. Brock,* 445 F.3d 1334, 1340 (11th Cir. 2006)). The Pennsylvania Rule was established in *The Pennsylvania,* 19 Wall. 125, 86 U.S. 125, 136, 22 L.Ed. 148 (1873). "When the Court applies the Pennsylvania rule, where a defendant violated statutory rules intended to prevent boat collisions, the Court presumes that the defendant's fault caused the collision and the burden shifts to the defendant to show this violation could not have caused the accident." *Matter of the Complaint of Gozleveli*, No. CV 12-61458-CIV, 2015 WL 12549148, at *4 (S.D. Fla. Mar. 31, 2015) (citing *Tassinari*, 2007 WL 1879172, at *2). And, "[u]nder the Pennsylvania Rule, when a ship at the time of an allision is in actual violation of a statutory rule intended to prevent allisions, it is no more than a reasonable presumption that the fault, if not the sole cause, was at least a contributory cause of the disaster and in such a case the burden rests upon the ship of showing not merely that her fault might not have been one of the causes, or that it probably was not, but that it could not have been." *Tassinari*, 2007 WL 1879172 at *2.

According to Claimant, "[t]he rule of *The Pennsylvania* does not only apply to maritime collisions." [DE 40 at 7]. He cites *Penzoil Producing Company v. Offshore Express, Inc.*, 943 F. 2d 1465 (5th Cir. 1991), and *Tassinari, supra*, to support this premise. [DE 40 at 7]. However, *Tassinari* involved a personal watercraft collision, which is not what occurred in this case, and *Pennzoil Producing* relied on non-precedential Fifth Circuit case law. Petitioner, in response, asserts that, "[w]hile it is true that courts have expanded the applicability of this rule beyond its original focus on vessel collision matters, courts have yet to apply it to boat rental negligence

matters similar to the instant case." [DE 47 at 9]. And Claimant has not cited any Eleventh Circuit case law to support his position that the Pennsylvania Rule applies under the facts of this case.

Through its own independent research, however, the Court has identified the case of *Matter of Hanson Marine Properties, Inc.*, No. 2:20-CV-958-SPC-KCD, 2022 WL 3716618 (M.D. Fla. Aug. 29, 2022), which is quite instructive on the application of the Pennsylvania Rule in this Circuit under similar facts. In that case, which involved an individual who fell off a boat, the court first explained that the "Eleventh Circuit has extended the *Pennsylvania* Rule to apply to allisions but has stopped there." *Id.* at * 3 (citing *Superior Constr. Co*, 445 F.3d at 1339–40). The court next explained that, "[j]ust last year, the Eleventh Circuit analyzed a maritime general negligence claim where no collision or allision occurred and remained silent on whether the *Pennsylvania* Rule applied despite the parties' dispute on the doctrine's applicability." *Id.* (citing *Brizo, LLC v. Carbajal*, No. 20-11204, 2021 WL 5029390 (11th Cir. Oct. 29, 2021)). The *Hanson Marine Properties* court noted that the Third and Fifth Circuits have extended the *Pennsylvania* Rule beyond allisions and collisions and that "other district courts within the Eleventh Circuit have done so too." *Id.* It further noted that these cases were not binding and presented different factual situations than the *Hanson Marine Properties* court was facing. *Id.* In *Hanson Marine Properties*, which involved injuries to an individual who fell off a boat, the Court declined to apply the Pennsylvania Rule.

The specific facts of *Hanson Marine Properties* are similar to those in the instant case. In that case, a layperson was driving a recreational vessel when an individual fell off the bow. 2022 WL 3716618, at *3. The Court explained that "[t]he vessel hitting Prinzi was the regrettable, instantaneous, and unavoidable result of the actions that occurred *on the vessel* and is not the crux of the negligence inquiry." *Id.* Finally, the court found that the "Eleventh Circuit has never

extended the *Pennsylvania* Rule to facts such as these. The Court declines to do so here and set the *Pennsylvania* Rule too far adrift from its moorings." *Id.* at * 4.

The Court agrees with the Middle District of Florida court that the Eleventh Circuit has not expressly extended the Pennsylvania Rule past allisions. While *Tassinari* did extend the Rule to a boat collision (and not just to allisions), that is persuasive rather than binding law, and the instant case does not even involve a boat collision, let alone an allision. Here, the Decedent was thrown from a vessel during a boating accident. More specifically, Decedent, who had been operating the vessel, turned the wheel of the boat over to her boyfriend, who was unqualified to navigate the vessel, in the open ocean, just before she was thrown out of the boat. This is simply not an allision under federal maritime law.

An allision involves a vessel striking a fixed object. *See Superior Constr. Co.,* 445 F.3d at 1336 n.1 (internal quotation marks, citations, and alterations omitted) (quoting Black's Law Dictionary (7th ed. 1999)). ("An *allision* is the sudden impact of a vessel with a stationary object such as an anchored vessel or a pier."). Where, as in the instant case, the propeller of a small pleasure boat strikes the fallen-overboard operator of that same boat, an allision has not occurred. No fixed object was struck by the vessel in the instant case; rather, the vessel struck the floating vessel operator Ms. Partridge. The application of the Pennsylvania Rule has been justified in the context of a navigational rule that was violated and which was actually intended to prevent allisions. *Hatt 65, LLC v. Kreitzberg*, 658 F.3d 1243, 1252 (11th Cir. 2011). Such justification does not apply to the facts of the instant case where no allision occurred. This case essentially involves a boat rental negligence matter. Under the facts of this specific case, it would be unfair and improper to apply the Pennsylvania Rule. Thus, the Pennsylvania Rule does not apply here, and the Court must complete its analysis of negligence per se without the burden shifting required

by the Pennsylvania Rule.

C. Genuine Issues of Material Fact Preclude Summary Judgment on Negligence Per Se

Claimant has established that Decedent was a member of the class the three statutes at issue are intended to protect and that Decedent suffered injuries that the statutes were designed to prevent. The undisputed facts also demonstrate that Petitioner violated the two sections of Fla. Stat. § 327.54 (but not necessarily the federal statute). However, there are issues of genuine material fact as to whether the violations of the statute were the proximate cause of Decedent's injuries. None of the facts in Claimant's Statement of Material Facts [DE 39] even pertain to causation. Thus, summary judgment as to negligence per se must be denied.

D. Seaworthiness

The owner of a vessel "is liable beyond the value of the ship if it had privity and knowledge before the start of the voyage of the acts of negligence or conditions of unseaworthiness that caused the accident." *Hercules Carriers, Inc. v. Claimant State of Fla., Dep't of Transp.*, 768 F.2d 1558, 1563 (11th Cir. 1985). "The warranty of seaworthiness is a term of art in the law of admiralty. The warranty imposes a form of absolute liability on a sea vessel. It originally applied to the carriage of cargo and was later extended to cover seamen's injuries." *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1335 (11th Cir. 1984) (citing *Mitchell v. Trawler Racer, Inc.,* 362 U.S. 539 (1960); Chamlee, *The Absolute Warranty of Seaworthiness: A History and Comparative Study,* 24 Mercer L.Rev. 519 (1972)). "A shipowner may not limit his liability under the limitation act if his ship is unseaworthy due to equipment which was defective at the start of the voyage. He is charged with knowledge of the existence of that condition." *Villers Seafood Co. v. Vest*, 813 F.2d 339, 343 (11th Cir. 1987). 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)). Seaworthiness is described as a vessel being reasonably fit for its intended use. *Mitchell v. Trawler Racer, Inc.*, 362 U.S. 539, 550 (1960).

The crux of Claimant's argument on this issue is that "[f]ederal law requires that an engine cut off switch be used on all vessels that have them installed after April 1, 2021. *See* 46 U.S.C. § 4312. It is clear that Chaves' vessel was unseaworthy because he did not have a lanyard/link for the manufacturer installed, federally mandated, engine cut off switch." [DE 40 at 9]. In light of the Court's finding that there are genuine issues of material fact as to whether the federal statute regarding the ECOS was violated by Petitioner, and because there are genuine issues of material fact as to the broader issues of whether Petitioner's vessel was reasonably fit for its intended use and whether Petitioner had privity and knowledge of the conditions of unseaworthiness, summary judgment must be denied on the issue of unseaworthiness as well.

VI. CONCLUSION

Based on the foregoing, it is hereby **ORDERED AND ADJUDGED** that Claimant's Motion for Summary Judgment [DE 40] is **GRANTED IN PART AND DENIED IN PART.** The Motion is granted to the extent that the Court finds that Petitioner violated sections 327.54(1)(e) and 327.54(3)(f), Florida Statutes (2021). The Motion is denied in all other respects.

All remaining pending issues of fact shall be resolved at the upcoming bench trial where the Court will have an opportunity to hear and consider all the relevant and probative evidence and make credibility determinations.

DONE and ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida, this 1st day of February, 2024.

WILLIAM MATTHEWMAN
United States Magistrate Judge