

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
FLORIDA, FORT MYERS DIVISION

Raymond Stuck v. Owl Creek Boat Works and Storage, LLC

Stuck · No. 2:25-cv-1175-JES-NPM · Decided February 13, 2026

SUMMARY

The United States District Court for the Middle District of Florida grants Raymond Stuck’s motion to remand his action against Owl Creek Boat Works and Storage, LLC to Florida state court. The court concludes that Owl Creek failed to establish diversity jurisdiction and that the alleged damage to Stuck’s vessel occurred on land, defeating admiralty jurisdiction. The court also finds Stuck entitled to attorney fees under 28 U.S.C. § 1447(c) and directs him to file a fee motion under Local Rule 7.01.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida, Fort Myers Division
JURISDICTION	United States District Court for the Middle District of Florida, Fort Myers Division
DECIDED	February 13, 2026
DOCKET	2:25-cv-1175-JES-NPM
DISPOSITION	remanded
PROCEDURAL POSTURE	Plaintiff moved to remand the removed action to state court. The federal district court granted the motion and ordered the Clerk to terminate deadlines and motions and close the file.
STANDARD OF REVIEW	The removing party bears the burden of showing that removal is proper, and uncertainties concerning jurisdiction are resolved in favor of remand.
PRECEDENTIAL VALUE	Unpublished district court opinion; persuasive rather than generally binding precedent.

TOPICS

- subject matter jurisdiction
- admiralty jurisdiction
- attorney fees
- civil procedure
- commercial litigation

PRACTICE AREAS

- civil procedure
- admiralty
- commercial litigation
- remedies

QUESTIONS PRESENTED

1. Whether removal was proper under diversity jurisdiction when Owl Creek did not adequately allege the citizenship of its LLC members or the amount in controversy.
2. Whether the claims fell within federal admiralty jurisdiction when the vessel was allegedly damaged during land-based repair and storage.
3. Whether Stuck was entitled to attorney fees and costs incurred as a result of the removal.

HOLDINGS

1. Removal was not proper because Owl Creek failed to establish complete diversity, failed to identify the citizenship of each LLC member, and failed to allege facts showing that the amount in controversy exceeded \$75,000.
2. The claims did not satisfy the location requirement for admiralty jurisdiction because the alleged injury occurred on land while the vessel was at a land-based repair and storage facility.
3. Stuck was entitled to attorney fees under 28 U.S.C. § 1447(c) and Local Rule 7.01 because Owl Creek lacked a justifiable, objectively reasonable basis for removal.

KEY QUOTATIONS

“On review of a motion to remand to state court, the party seeking removal has the burden to show that removal is proper, and “uncertainties [about jurisdiction] are resolved in favor of remand,””

“A party seeking to invoke admiralty jurisdiction must show both location and connection with maritime activity.”

“Finding no justifiable basis for the removal, the Court concludes that Stuck is entitled to attorney fees under Local Rule 7.01.”

FACTUAL BACKGROUND

Stuck's vessel, GOT IT!, was allegedly damaged while at Owl Creek's land-based boat repair and storage center. Stuck filed claims related to those damages in Lee County, Florida. Owl Creek removed the action, asserting complete diversity and federal admiralty and maritime jurisdiction.

PROCEDURAL HISTORY

Raymond Stuck filed a complaint in Lee County, Florida, concerning damage to his vessel while it was at Owl Creek's land-based repair and storage facility. Owl Creek removed the action to federal court based on alleged diversity jurisdiction and admiralty jurisdiction. Stuck moved to remand, and Owl Creek did not timely respond.

DISPOSITION

remanded

REMAND INSTRUCTIONS

The Clerk was directed to terminate all deadlines and motions and close the file. Stuck was given fourteen days from the date of the order to file a motion specifying the total attorney-fee amount requested or a reasonable estimate.

CASES CITED

- Clyde v. Progressive American Insurance Co., No. 2:25-CV-755-KCD-DNF, 2025 WL 2802427, at *1 (M.D. Fla. Oct. 2, 2025)
- Lewis v. Lewis & Clark Marine, Inc., 531 U.S. 438, 445 (2001)
- Burns v. Windsor Insurance Co., 31 F.3d 1092, 1095 (11th Cir. 1994)
- Stillwell v. Allstate Insurance Co., 663 F.3d 1329, 1332 (11th Cir. 2011)
- Carden v. Arkoma Associates, 494 U.S. 185, 195-96 (1990)
- Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co., 513 U.S. 527, 534 (1995)
- Martin v. Franklin Capital Corp., 546 U.S. 132, 141 (2005)