

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
MISSISSIPPI, SOUTHERN DIVISION

Thyron Caughlin v. Great West Casualty Company

Caughlin v. Great West Casualty Co., Civil Action No. 1:25-CV-00354-BWR (S.D. Miss. Apr. 17, 2026) · No. 1:25-CV-00354-BWR · Decided April 17, 2026

SUMMARY

The United States District Court for the Southern District of Mississippi granted Great West Casualty Company’s motion to dismiss Thyron Caughlin’s claims for uninsured or underinsured motorist benefits. The court held that Caughlin was a Class II insured under his employer’s policy and was not entitled to stack coverage limits for multiple covered vehicles. Because the policy’s \$100,000 limit was fully offset by Caughlin’s settlement with the tortfeasor’s insurer, the complaint was dismissed with prejudice.

CASE DETAILS

COURT	United States District Court for the Southern District of Mississippi, Southern Division
WRITING FOR THE COURT	Bradley W. Rath
JURISDICTION	United States District Court for the Southern District of Mississippi, Southern Division
DECIDED	April 17, 2026
DOCKET	1:25-CV-00354-BWR
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the plaintiff’s claims for uninsured or underinsured motorist benefits. The court considered the insurance policy because it was referenced in and central to the complaint, granted the motion, and dismissed the complaint with prejudice.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded facts as true and construes the complaint in the plaintiff’s favor, but need not accept conclusory allegations, unwarranted inferences, or legal conclusions. Dismissal is proper when the complaint shows on its face that the plaintiff is entitled to no relief. Documents referenced in and central to the complaint may be considered without converting the motion to one for summary judgment.

PRECEDENTIAL VALUE

unpublished district-court order

PARTIES

Thyron Caughlin v. Great West Casualty Company

TOPICS

uninsured motorist

insurance coverage

contract interpretation

motions to dismiss

civil procedure

PRACTICE AREAS

insurance coverage

insurance litigation

civil procedure

commercial litigation

QUESTIONS PRESENTED

1. Whether the insurance policy could be considered in deciding Great West's Rule 12(b)(6) motion without converting the motion into one for summary judgment.
2. Whether the policy was ambiguous regarding the identity of the named insured.
3. Whether Caughlin, an employee driving a covered vehicle owned by his employer, was entitled to stack the uninsured or underinsured motorist limits for multiple covered vehicles.
4. Whether the policy's offset provision reduced Caughlin's available uninsured or underinsured motorist coverage to zero after his \$100,000 settlement with the tortfeasor's insurer.

HOLDINGS

1. The policy was properly considered because the complaint referred to it, identified its policy number, and sought coverage under it; the policy was therefore central to the claim and part of the pleadings for purposes of the motion to dismiss.
2. The policy unambiguously designated Rome's Recycling LLC as a named insured under the uninsured-motorist endorsement.
3. Caughlin was a Class II insured and was not entitled to stack his employer's uninsured or underinsured motorist coverage for the other covered vehicles. His coverage was limited to \$100,000 for the covered vehicle he occupied.
4. The policy's offset provision reduced Caughlin's \$100,000 uninsured or underinsured motorist limit by the \$100,000 paid by the tortfeasor's insurer, leaving no coverage available and requiring dismissal of the complaint.

KEY QUOTATIONS

"The interpretation of an insurance policy is a question of law." (Section III.B)

"Accordingly, Plaintiff is not entitled to stack the limits of the other covered autos and is limited to the coverage for the covered auto he was driving at the time of the accident, which is \$100,000." (Section III.C)

"Reducing or offsetting this amount by the "sums paid" by Ms. Eden's insurer, \$100,000, as required by Section D.2., reduces the available coverage to zero." (Section III.D)

FACTUAL BACKGROUND

On June 27, 2024, Caughlin was involved in a collision with Frances Marie Eden while driving a truck owned by his employer, Rome's Recycling LLC. Great West issued a commercial policy listing Rome's Recycling LLC as the named insured and providing stacked uninsured-motorist coverage with a \$100,000 limit per accident. Caughlin settled with Eden and her insurer for the full \$100,000 liability-policy limit before filing suit, and Great West denied his request for uninsured or underinsured motorist benefits.

PROCEDURAL HISTORY

Caughlin filed suit in state court seeking uninsured and/or underinsured motorist coverage under an employer's commercial automobile policy. Great West removed the action on November 21, 2025, based on diversity jurisdiction, and moved to dismiss. The court held that the policy was properly considered with the motion, found that Caughlin was a Class II insured who could not stack the employer's coverage, and held that the \$100,000 available limit was fully offset by his \$100,000 settlement with the tortfeasor's insurer.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 556, 570 (2007)
- Heinze v. Tesco Corp., 971 F.3d 475, 479 (5th Cir. 2020)
- Eott Energy Pipeline Limited Partnership v. Hattiesburg Speedway, Inc., 303 F. Supp. 2d 819, 821 (S.D. Miss. 2004)
- Doe v. United States, 853 F.3d 792, 800 (5th Cir. 2017), as revised (Apr. 12, 2017)
- Erie Railroad Co. v. Tompkins, 304 U.S. 64, 58 (1938)
- Rainwater v. Lamar Life Insurance Co., 207 F. Supp. 2d 561, 565-66 (S.D. Miss. 2002), amended, 246 F. Supp. 2d 546 (S.D. Miss. 2003), appeal dismissed and remanded, 391 F.3d 636 (5th Cir. 2004)
- Jackson v. Johns-Manville Sales Corp., 781 F.2d 394, 397 (5th Cir. 1986) (en banc), cert. denied, 478 U.S. 1022 (1986)
- Collins v. Morgan Stanley Dean Witter, 224 F.3d 496, 498-99 (5th Cir. 2000)
- Causey v. Sewell Cadillac-Chevrolet, Inc., 394 F.3d 285, 288 (5th Cir. 2004)
- Lewis v. Allstate Insurance Co., 730 So. 2d 65, 68 (Miss. 1998)
- Phillips v. Enterprise Transportation Service Co., 988 So. 2d 418, 421 (Miss. Ct. App. 2008)
- Dalton v. Cellular South, Inc., 20 So. 3d 1227, 1232 (Miss. 2009)
- Meyers v. American States Insurance Co., 914 So. 2d 669, 674 (Miss. 2005)
- Alley v. North Insurance Co., 926 So. 2d 906, 909 (Miss. 2006)
- Mills ex rel. Dotson v. Axis Insurance Co., No. 3:21CV7TSL-RPM, 2021 WL 2660614, at *2 (S.D. Miss. Apr. 29, 2021)

- Mascarella v. U.S. Fidelity & Guaranty Co., 833 So. 2d 575, 580 (Miss. 2002)
- Wise v. United Services Automobile Association, 861 So. 2d 308, 319 (Miss. 2003)

OPINION

Caughlin

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF MISSISSIPPI

SOUTHERN DIVISION

THYRON CAUGHLIN PLAINTIFF

V. CIVIL ACTION NO. 1:25-CV-00354-BWR

GREAT WEST CASUALTY COMPANY DEFENDANT

ORDER GRANTING DEFENDANT'S MOTION TO DISMISS

BEFORE THE COURT is the Motion [12] to Dismiss filed by Defendant Great West Casualty Company. Defendants' Motion [12] asserts that Plaintiff Thyron Caughlin is not entitled to stack the underinsured motorist coverage limits of his employer's commercial insurance policy and that any amount he may have been entitled to recover has been offset by his settlement with the tortfeasor's insurer. After due consideration of Defendant's Motion [12] and supporting Memorandum [13], Plaintiff's Memorandum [14] in Opposition, Defendant's Reply [15], and Plaintiff's Complaint [1-1], the Court finds that Defendant's Motion [12] to Dismiss should be granted and that Plaintiff's claims against Defendant should be dismissed with prejudice.

I. BACKGROUND

On June 27, 2024, Plaintiff was involved in a vehicle collision with Frances Marie Eden, a third party, while operating a truck owned by Plaintiff's employer, Rome's Recycling LLC. Compl. [1-1] at 3. Prior to filing suit, Plaintiff resolved his claims against Ms. Eden and her insurer. Id. Defendant issued a policy of insurance providing, inter alia, Commercial Auto Coverage – Motor Carrier and Commercial General Liability Coverage, listing Rome's Cores Inc. d/b/a Rome's Recycling LLC as the Named Insured, Policy No. GRT13504A, with a policy period of December 12, 2023 – December 12, 2024 (hereafter the "Policy"). Mem. Ex. 2, Policy [13-2] at 5. Relevant to this Motion, the Policy includes an Endorsement entitled "Mississippi Uninsured Motorists Coverage Bodily Injury and Property Damage – Stacked", listing "Rome's Recycling LLC" as the Named Insured (hereafter the "Uninsured Motorist Coverage Endorsement"). Id. at 15. The Uninsured Motorist Coverage Endorsement includes a Limit of Insurance of \$100,000 for each "Accident." Id. The Complaint alleges Defendant denied Plaintiff's request to recover uninsured and/or underinsured motorist coverage under the Policy. Compl. [1-1] at 3-4. Defendant removed this matter on November 21, 2025, invoking diversity jurisdiction pursuant to 28 U.S.C. § 1332. Notice of Removal [1] at 1. Defendant filed the instant Motion [12] to Dismiss arguing that

Plaintiff is not entitled to stack underinsured limits under the Policy because he is a Class II insured. Mot. Dismiss [12] at 1. Defendant also asserts that any amount Plaintiff may be entitled to “is completely offset by the recovery he obtained from the tortfeasor” after he settled with Ms. Eden for her full liability policy limit of \$100,000. Id.; Mem. [13] at 1.

Plaintiff responded that the Motion to Dismiss fails to challenge the sufficiency of Plaintiff’s Complaint. Opp’n Mem. [14] at 3-4. Plaintiff contends this renders the Motion to Dismiss procedurally improper under Federal Rule of Civil Procedure 12(b)(6). Id. Plaintiff argues the “Named Insured” of the Policy is “ambiguous and cannot be identified,” thus “the Class I versus Class II distinction cannot be determined and applied to [Plaintiff]” rendering the stacking provision inapplicable. Id. at 5. Plaintiff contends the Policy is ambiguous and should be construed in his favor because the Named Insured alternates between “Rome’s Cores, Inc. d/b/a Rome’s Recycling, LLC and Rome’s Recycling LLC” in the Policy. Id. at 8. Defendant replied that its Motion is procedurally proper. Reply Mem. [15-1] at 1-2. Defendant argues the Policy is unambiguous because it is undisputed that Plaintiff’s employer, Rome’s Recycling, LLC, is a Named Insured under the Policy, referenced throughout the Policy as either “Rome’s Recycling LLC” or “Rome’s Cores Inc. d/b/a Rome’s Recycling LLC.” Id. at 3. Defendant states that even assuming the references did create an ambiguity, any such ambiguity would be resolved “in favor of insuring Rome’s Recycling, LLC.” Id. at 3. Finally, Defendant maintains there is no ambiguity regarding the Policy’s stacking or anti-stacking provisions, Plaintiff is not entitled to stack the limits of all autos, and that Policy provision D.2 reduces any available coverage to zero after the offset of Plaintiff’s settlement with Ms. Eden. Id. at 3-4.

II. STANDARD OF REVIEW

Federal Rule of Civil Procedure 8(a)(2) requires a complaint to contain “a short and plain statement of the claim showing that the pleader is entitled to relief” Fed. R. Civ. P. 8(a)(2). To overcome a Rule 12(b)(6) motion to dismiss and satisfy Rule 8(a)(2), “a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’”

Ashcroft v. Iqbal, 556 U.S. 662, 678

(2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)). “A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” Id. “The plausibility standard is not akin to a ‘probability requirement,’ but it asks for more than a sheer possibility that a defendant has acted unlawfully.” Id. (quoting Twombly, 550 U.S. at 556). A court must “accept all well-pleaded facts as true and construe the complaint in the light most favorable to the plaintiff,” but it need not “accept as true conclusory allegations, unwarranted factual inferences, or legal conclusions.” Heinze v. Tesco Corp., 971 F.3d 475, 479 (5th Cir. 2020) (internal citation and quotations omitted). “To be subject to dismissal under Rule 12(b)(6), a complaint must show on its face that plaintiff is entitled to no relief.” Eott Energy Pipeline Ltd. P’ship v. Hattiesburg

Speedway, Inc., 303 F. Supp. 2d 819, 821 (S.D. Miss. 2004) (citation omitted). In deciding a Rule 12(b)(6) motion to dismiss, the court “may consider the complaint, its proper attachments, documents incorporated into the complaint by reference, and matters of which a court may take judicial notice.” *Doe v. United States*, 853 F.3d 792, 800 (5th Cir. 2017), as revised (Apr. 12, 2017) (quotations omitted). Since this Court has diversity jurisdiction, it is “Erie bound, *Erie R.R. Co. v. Tompkins*, 304 U.S. 64, 58 (1938), to follow decisions of the Mississippi Supreme and Appellate Courts.” *Rainwater v. Lamar Life Ins. Co.*, 207 F. Supp. 2d 561, 565-66 (S.D. Miss. 2002), amended, 246 F. Supp. 2d 546 (S.D. Miss. 2003), appeal dismissed and remanded, 391 F.3d 636 (5th Cir. 2004). If these Courts have not spoken on an issue, and the Fifth Circuit has spoken on that issue, this Court is bound to follow the Fifth Circuit's interpretation of Mississippi law. If neither the Mississippi Courts nor the Fifth Circuit have spoken on an issue, then this Court is required to make an Erie guess, not as to what this Court, or some other federal court would do, but as to what the Mississippi Supreme Court would do if presented with these same issues. *Jackson v. Johns-Manville Sales Corp.*, 781 F.2d 394, 397 (5th Cir.) (en banc), cert. denied, 478 U.S. 1022, 106 (1986) (“[The Court] emphatically [is] not permitted to do merely what we think best; we must do that which we think the Mississippi Supreme Court would deem best.”). *Id.*

III. ANALYSIS

A. Defendant's Motion to Dismiss is Properly Before the Court Under Federal Rule of Civil Procedure 12(d), if “matters outside the pleadings are presented to and not excluded by the court, the [12(b)(6)] motion must be treated as one for summary judgment under Rule 56.” Fed. R. Civ. P. 12(d). “In considering a motion to dismiss for failure to state a claim, a district court must limit itself to the contents of the pleadings, including attachments thereto.” *Collins v. Morgan Stanley Dean Witter*, 224 F.3d 496, 498 (5th Cir. 2000) (citing Fed. R. Civ. P. 12(b)(6)). “Documents that a defendant attaches to a motion to dismiss are considered part of the pleadings if they are referred to in the plaintiff's complaint and are central to her claim.” *Causey v. Sewell Cadillac-Chevrolet, Inc.*, 394 F.3d 285, 288 (5th Cir. 2004) (citation omitted). “In so attaching, the defendant merely assists the plaintiff in establishing the basis of the suit, and the court in making the elementary determination of whether a claim has been stated.” *Collins*, 224 F.3d at 499. Defendant attached the Policy to its Memorandum Brief in Support of the Motion to Dismiss. Mem. Ex. 2, Policy [13-2]. Plaintiff refers to the Policy, including the policy number, in his Complaint. State Court R. [2] at 4. Plaintiff seeks coverage under the Policy attached to Defendants' Memorandum Brief. The Policy is central to Plaintiff's claim and considered part of the pleadings. Thus, Defendant's Motion to Dismiss and its accompanying Memorandum in Support are properly before this Court.¹ B. The Policy is Unambiguous and Rome's Recycling LLC is the Named Insured The interpretation of an insurance policy is a question of law. *Lewis v. Allstate Ins. Co.*, 730 So. 2d 65, 68 (Miss. 1998). Likewise, “[t]he initial question of whether the contract is ambiguous is a matter of law[.]” *Phillips v. Enter. Transp. Serv. Co.*, 988 So. 2d 418, 421 (Miss. Ct. App. 2008). “Generally, under Mississippi law, when

the words of an insurance policy are plain and unambiguous, the court will afford them their plain, ordinary meaning and will apply them as written.” Lewis, 730 So. 2d at 68. “The fact that parties may disagree over the meaning of a contractual term does not, by itself, render that term ambiguous.” Phillips, 988 So. 2d at 421. “An ambiguity is defined as a susceptibility to two reasonable interpretations.” Dalton v. 1 Defendant also attached an email regarding the Policy as Ex. 1 to its Memorandum. The Court excludes this email from its consideration of the Motion to Dismiss. The email is not referenced in Plaintiff’s Complaint. Cellular S., Inc., 20 So. 3d 1227, 1232 (Miss. 2009) (internal citation and quotations omitted). “Under Mississippi law, ambiguous and unclear policy language must be resolved in favor of the insured. Further, provisions that limit or exclude coverage are to be construed liberally in favor of the insured and most strongly against the insurer.” Lewis, 730 So. 2d at 68 (citations omitted). Plaintiff contends ambiguity exists based on references to the Named Insured in the Policy, stating that on different pages of the Policy, the Named Insured alternates between “Rome’s Cores, Inc. d/b/a Rome’s Recycling, LLC”, and “Rome’s Recycling, LLC.” Opp’n Mem. [14] at 5-8. The Policy’s Commercial Auto Coverage Part Motor Carrier Coverage Form Declarations lists Rome’s Recycling LLC as the Named Insured. Mem. Ex. 2, Policy [13-2] at 10. Further, the Uninsured Motorist Coverage Endorsement, which includes the coverage provisions at issue, lists Rome’s Recycling LLC as the Named Insured. Id. at 15. Thus, no ambiguity exists as to whether Rome’s Recycling LLC is a Named Insured under the Policy or the Uninsured Motorist Coverage Endorsement. Section B of the Policy’s Uninsured Motorist Coverage Endorsement describes “Who is an Insured” under the Endorsement, and provides, in relevant part, as follows:

B. WHO IS AN INSURED

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":

a. The Named Insured and any "family members".

2. A partnership, limited liability company, corporation or any other

form of organization, then the following are "insureds": c. Any person who uses a covered "auto" with the Named Insured’s expressed or implied consent. Mem. Ex. 2, Policy [13-2] at 15. Section B.1. provides who is an “insured” “if the Named Insured is designated in the Declarations as . . . [a]n individual.” Id. Neither Rome’s Recycling, LLC nor Rome’s Cores, Inc. is an “individual.” Further, neither Plaintiff, nor any other individual, is listed as a Named Insured in the Policy. Thus, Section B.1 is inapplicable. Section B.2. provides who is an “insured” “if the Named Insured is designated in the Declarations as . . . [a] partnership, limited liability company, corporation or any other form of organization” Id. at 16. Rome’s Recycling LLC, the Named Insured on the Uninsured Motorist Coverage Endorsement, is a limited liability company; thus Section B.2. is applicable and defines who is an “insured” under the Endorsement. Section B.2. provides that “the following are ‘insureds’: . . . c. Any person who uses a covered ‘auto’ with the Named Insured’s expressed or implied consent.” Id. It is undisputed that “Rome’s Recycling, LLC was the owner of

the Mack truck being driven by [Plaintiff]" at the time of the collision. Compl. [1-1] at 2. The Policy provided uninsured and/or underinsured motorist coverage for the 2007 Mack truck Plaintiff was driving at the time of the accident; thus, it is a "covered auto." Mem. Ex. 2, Policy [13-2] at 8. It is undisputed that Plaintiff was driving the covered auto with the express or implied consent of Rome's Recycling, Inc. at the time of the accident. Thus, under the facts alleged by Plaintiff, Plaintiff qualifies as an "insured" under Section B.2.c. This is the only reasonable interpretation. The Court finds no ambiguity. C. Plaintiff is Not Entitled to Stack the Limits of All Covered Autos Under the Policy's Uninsured Motorist Coverage Endorsement The Uninsured Motorist Coverage Endorsement provides the following Limit of Insurance provision, referred to by the parties as the stacking and/or anti-stacking provision:

D. LIMIT OF INSURANCE

1. Except as provided in the following paragraph, the most we will pay for all damages resulting from "bodily injury" and "property damage" caused by any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the SCHEDULE on this endorsement or in the Declarations regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident". However, if "bodily injury" or "property damage" is sustained in an "accident" by an individual Named Insured or any "family member", and there is more than one covered "auto", our Limit of Insurance for any one "accident" is the sum of the limits for those "autos" the Named Insured owns that are covered "autos". Subject to our maximum limit of liability for all damages, the most we will pay for "bodily injury" or "property damage" sustained in such "accident" by an "insured" other than an individual Named Insured or any "family member" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations for the covered "auto" the "insured" was "occupying" at the time of the "accident". This is the most we will pay regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident".

2. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage. Id. at 16-17 (emphasis added). The Schedule on the Endorsement provides a Limit of Insurance of \$100,000 for each "Accident." Id. at 15. Pursuant to the plain Policy language above, the amount of uninsured/underinsured motorist coverage available to Plaintiff is limited to \$100,000 per accident, "regardless of the number of covered 'autos.'" Id. at 15-16. The exception to the limitation, which allows stacking in certain circumstances, does not apply to Plaintiff. As explained above, Plaintiff is not an individual Named Insured and there is no individual Named Insured listed in the Policy. He is also not a "family member", which is defined in the Endorsement as "a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child." Id. at 17 (emphasis added). There is no individual

Named Insured in the Policy. The Limit of Liability provision states, “the most we will pay for ‘bodily injury’ or ‘property damage’ sustained in such ‘accident’ by an ‘insured’ other than an individual Named Insured or any ‘family member’ is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations [\$100,000] for the covered ‘auto’ the ‘insured’ was ‘occupying’ at the time of the ‘accident.’” *Id.* The Court finds no ambiguity in these provisions. Accordingly, Plaintiff is not entitled to stack the limits of the other covered autos and is limited to the coverage for the covered auto he was driving at the time of the accident, which is \$100,000. In addition to the plain language of the Policy, Mississippi law further supports Defendant’s Motion. “The right to stack is subject to the injured party’s classification as a Class I or Class II insured.” *Meyers v. Am. States Ins. Co.*, 914 So. 2d 669, 674 (Miss. 2005) (citation omitted). “Persons included in Class I consist of the ‘named insured, and residents of the same household, his spouse and relatives of either, while in a motor vehicle or otherwise.’” *Id.* (citation omitted). “Persons included in Class II consist of ‘any person who uses, with the consent, expressed or implied, of the named insured, the motor vehicle to which the policy applies.’” *Id.* (citation omitted). “An employee who drives a vehicle covered under his employer’s business automobile policy is not a Class I insured because the employee is not a named insured.” *Alley v. N. Ins. Co.*, 926 So. 2d 906, 909 (Miss. 2006); see also *Mills ex. rel Dotson v. Axis Ins. Co.*, No. 3:21CV7TSL-RPM, 2021 WL 2660614, at *2 (S.D. Miss. Apr. 29, 2021) (“[W]here an entity, such as a corporation ..., is the sole named insured, there will be no individual entitled to Class I stacking of the UM bodily injury coverage. An entity such as a ... corporation has no spouse and no resident-relative householders who can take advantage of the Class I stacking rules.”) (quoting Jeffrey Jackson and D. Jason Childress, *Miss. Ins. Law & Prac.* § 18:23)). Under Mississippi law, Plaintiff is a Class II insured under the Policy. “[A] Class II insured may stack his own uninsured motorist coverage with that of the vehicle in which he was riding, but a Class II insured does not have the right to stack an employer’s uninsured motorist coverage.” *Id.* (citing *Mascarella v. U.S. Fid. & Guar. Co.*, 833 So. 2d 575, 580 (Miss. 2002)) (emphasis added). “Class II insureds are not entitled to uninsured motorist benefits beyond those for which the named insured contracted regarding that covered vehicle.” *Id.* As a Class II insured employee, Plaintiff may not stack Rome’s Recycling LLC’s uninsured and/or underinsured motorist coverage for the other three covered vehicles. Accordingly, the amount of uninsured and/or underinsured motorist coverage available to Plaintiff is limited to \$100,000 per accident. Mem. Ex. 2, Policy [13-2] at 15. D. The Amount of Coverage Available Under the Uninsured Motorist Coverage Endorsement is Offset by Plaintiff’s Settlement with the Tortfeasor The Limit of Insurance provision, Section D.2 quoted above, provides that the “Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible” Mem. Ex. 2, Policy [13-2] at 17. It is undisputed that Plaintiff settled with the third-party tortfeasor, Ms. Eden, and her insurer for her full liability policy limit of \$100,000. Compl. [1-1] at 2; Opp’n Mem.

[14] at 1. Defendant argues that pursuant to the foregoing provision, the amount of

coverage available to Plaintiff, \$100,000, is “completely offset by the recovery from the tortfeasor’s liability insurance.” Mem. [13] at 1, 3, 4. Plaintiff does not allege that the provision, Section D.2., is ambiguous, and implicitly concedes it applies to his settlement with Ms. Eden and her insurer. See Opp’n Mem. [14] at 2 (“There are 4 vehicles on the policy and thus the stacked limits are \$400,000.00, less the offset for the liability policy which is \$100,000.00.”) (emphasis added). Plaintiff only disputes the amount of coverage available under the Policy and whether he is entitled to stack the limits. As stated above, the amount of uninsured and/or underinsured motorist coverage available to Plaintiff under the Uninsured Motorist Coverage Endorsement is limited to \$100,000. Reducing or offsetting this amount by the “sums paid” by Ms. Eden’s insurer, \$100,000, as required by Section D.2., reduces the available coverage to zero. See *Wise v. United Servs. Auto. Ass’n*, 861 So. 2d 308, 319 (Miss. 2003) (“According to the language of the policy, [the insurer] is entitled to offset its UM payments by any judgments and settlements paid to the insureds. . . . The Wises have admitted that they have been paid, through settlements, an amount which exceeds their available uninsured motorist benefits; therefore, [the insurer] is no longer liable for any uninsured motorist benefits.”). For the reasons set forth above, Defendant is no longer liable to Plaintiff for any uninsured and/or underinsured benefits under the Policy. Therefore, Plaintiff’s Complaint fails to state a plausible claim for relief against Defendant. Defendant’s Motion to Dismiss [12] should be granted.

III. CONCLUSION

IT IS, THEREFORE, ORDERED AND ADJUDGED that Defendant’s Motion to Dismiss [12] is GRANTED and Plaintiff’s Complaint [1] is DISMISSED WITH PREJUDICE. The Court will enter a separate Final Judgment in accordance with Federal Rule of Civil Procedure 58. SO ORDERED AND ADJUDGED, this the 17th day of April, 2026. Bradley W. Rath s/
BRADLEY W. RATH
UNITED STATES MAGISTRATE JUDGE