

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

CENTURY SURETY COMPANY,

Plaintiff,

v.

Case No: 8:23-cv-202-CEH-SPF

RADIANT ASSET MANAGEMENT,
INC. and KENTWAN WIMBUSH,

Defendants.

DEFAULT DECLARATORY JUDGMENT

The Court, having adopted the Report and Recommendation (“R&R”) of Magistrate Judge Sean P. Flynn and granted Plaintiff Century Surety Company’s Motion for Default Judgment against all Defendants (Doc. 17), now enters this Declaratory Judgment. Accordingly, it is hereby

ORDERED and ADJUDGED:

The Court declares that coverage does not exist for Defendant Radiant Asset Management, Inc., under Commercial Lines Policy number CCP 943696 issued by Plaintiff Century Surety Company (“Century”) to Defendant Radiant Asset Management, Inc., (“Radiant”) for the claims alleged in civil action *Wimbush v. Rivox, LLC and Radiant Asset Management*, No. 21-CA-10218, in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division (“the underlying lawsuit”). Having determined that a condition precedent to Century’s coverage of Radiant is that Radiant be a named insured on Rivox’s policy and that the

policy was prohibited from limiting coverage for assault and battery, the Court has found that there is no dispute that RivoX's policy with Admiral Insurance Company contained exclusions for assault and battery. Therefore, Plaintiff Century has no duty to defend Radiant and no duty to indemnify Radiant regarding Mr. Kentwan Wimbush's claims in the underlying lawsuit.

The Clerk is directed to close this case.

DONE and **ORDERED** in Tampa, Florida on November 22, 2023.


Charlene Edwards Honeywell
United States District Judge

Copies furnished to:

Counsel of Record
Unrepresented Parties