NOT FOR PUBLICATION

In the

United States Court of Appeals

For the Eleventh Circuit

No. 24-13310

TRAVELERS PROPERTY CASUALTY INSURANCE COMPANY,

Plaintiff-Appellant,

versus

KAMESHA DAVIS,

Defendant-Appellee.

Appeal from the United States District Court
for the Middle District of Georgia
D.C. Docket No. 1:23-cv-00029-LAG

Before JORDAN, JILL PRYOR, and KIDD, Circuit Judges.

JILL PRYOR, Circuit Judge:

This appeal concerns an insurance dispute between Kamesha Davis and Travelers Property Casualty Insurance Company. After being injured in a two-car automobile accident, Davis filed a lawsuit in Georgia state court against the owner and driver of the other car. She sought uninsured motorist coverage under a Travelers automobile insurance policy held by her mother, Theresa Davis.[1] Travelers then filed this action in federal court seeking a declaration that Kamesha, who was not a named insured on the policy, did not qualify as a "resident relative" of Theresa's household and thus was not entitled to coverage. Though Kamesha was living at one of several houses Theresa owned, Travelers maintained that Kamesha was not a resident there and had not merged households with her mother.

The district court granted summary judgment to Kamesha. Travelers appealed. After careful review, and with the benefit of oral argument, we affirm in part and reverse in part. We agree with the district court that Kamesha was a resident of the property Theresa owned. But we conclude that a genuine dispute of fact remains about whether Kamesha was part of her mother's household. We therefore reverse in part the grant of summary judgment to Kamesha and remand for further proceedings.

I. BACKGROUND

Kamesha was in an automobile accident on December 25, 2020. She was driving a 2011 Hyundai Sonata when another car attempted to make a left-hand turn across her lane, and the two cars

[1] Because Kamesha and her mother share the same last name, we refer to each by her first name.

collided. Kamesha suffered leg and ankle fractures, as well as lacerations to her face and body. At the time, she was staying at a house owned by her mother, Theresa.

Kamesha filed a lawsuit in Georgia state court against the driver and owner of the other car. She alleged that the driver was negligent in operating the car and that the owner was negligent in entrusting her car to the driver. Kamesha sought compensation for her injuries, pain and suffering, mental anguish, lost wages, loss of earning capacity, medical expenses, and any other damages "permissible under Georgia Law." Doc. 1-2 at 7.[2] Although the driver of the other car had insurance, the policy had a per-person bodily injury limit of $25,000.

Kamesha then sought coverage from Travelers under her mother's automobile insurance policy, demanding payment of $83,830.92 in medical expenses and additional damages for her continuing treatment.[3] This policy, valid for the period June 30, 2020,

[2] "Doc." numbers refer to the district court docket numbers.

[3] Before oral argument, we raised *sua sponte* the question of whether the amount-in-controversy requirement for diversity jurisdiction was satisfied. To determine whether the amount-in-controversy requirement is satisfied when a plaintiff seeks declaratory relief, we look at "the monetary value of the object of the litigation from the plaintiff's perspective." *Federated Mut. Ins. Co. v. McKinnon Motors, LLC*, 329 F.3d 805, 807 (11th Cir. 2003) (citation modified). As the party seeking to invoke federal jurisdiction, Travelers "bears the burden of proving by a preponderance of the evidence that the claim on which it is basing jurisdiction meets the jurisdictional minimum." *Id.*

We conclude that Travelers has satisfied this burden. The record shows that before filing suit Kamesha demanded at least $83,830.92 in damages from to June 30, 2021, was in force when the accident occurred. It listed Theresa as the sole named insured. Not only was Kamesha not a named insured, but she also was not listed as a covered driver. And although the policy listed two covered vehicles, the 2021 Hyundai Sonata that Kamesha was driving during the accident was not one of them. But the policy provided $100,000 in additional uninsured motorist coverage for any "resident relative." The policy defined "resident relative," in relevant part, as "a person related to [the policyholder] by blood, marriage or adoption who is a resident of [the policyholder's] household." Doc. 15-3 at 11.

After being served in Kamesha's state court action, Travelers brought this declaratory judgment action in the district court for the Middle District of Georgia.[4] It asserted that Kamesha was not a "resident relative" under the policy, and therefore it did not have to provide uninsured motorist coverage to her for the December 25 accident and had no duty to pay any judgment entered in her favor in the underlying state court action.

In the declaratory judgment action, the parties conducted discovery on Kamesha and Theresa's living situation at the time of

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Travelers. The policy's $100,000 limit on uninsured motorist coverage would, in theory, allow her to recover that amount. Because Kamesha sought more than $75,000 from Travelers, and the policy limit theoretically would allow her to recover that amount, the amount in controversy required for diversity jurisdiction has been satisfied.

[4] The underlying state tort action was stayed pending the outcome of this declaratory judgment action.

the accident. Kamesha and Theresa both gave deposition testimony about the location of Theresa's household, whether Kamesha was residing in that household, and the extent of Kamesha and Theresa's interdependence in their living arrangement. Theresa was questioned about two properties she owns. The first is a house at 257 Highway 308 in Plains, Georgia ("Highway 308"), which she built in 2010. The other is a house in Americus, Georgia, located at 503 East Jefferson Street ("503 East Jefferson"). Theresa inherited 503 East Jefferson. She testified that she "grew up [there]" and had lived there "[a]ll [her] life." Doc. 16-7 at 18. On the Travelers policy, 503 East Jefferson was listed as Theresa's address.

When the accident occurred, Theresa was running an assisted living facility out of 503 East Jefferson. She testified that she would often sleep there because someone had to manage the facility 24 hours a day. But she would "go home every weekend, every other weekend" to Highway 308. *Id*. at 19. Kamesha testified similarly that her mother would "split her time" between Highway 308 and 503 East Jefferson, where she ran her business. Doc. 16-8 at 22. Kamesha suggested that her mother spent as much as half her time at Highway 308, not just weekends.

Kamesha testified that in the fall of 2020 she was planning to move to Jacksonville, Florida, to get a job as a phlebotomist. Although there is no evidence that Kamesha had rented a place to live in Jacksonville or finalized the details of her move, the record shows that she was approved in October 2020 for subsidized housing there. At the time, Kamesha was living at 414 South Hampton

Street in Americus. Shortly after receiving the subsidized housing approval, she informed her landlord that she would be moving out. But she had to delay her move because she contracted COVID-19 and needed to quarantine. Kamesha moved out of the house at 414 South Hampton Street on November 16 and temporarily stayed with her boyfriend in Americus while completing her quarantine.

Shortly after Kamesha completed her quarantine, her brother died. At the beginning of December, Kamesha and her children moved into Highway 308 to provide emotional support to Theresa. Theresa testified that Kamesha "didn't want to leave [her] because of the passing of [her] son"; he and Kamesha were her only children. Doc. 16-7 at 33. With her move to Jacksonville again delayed, in mid-December Kamesha got a job in Georgia. The automobile accident happened less than two weeks later. Kamesha testified that she abandoned her plans to move to Jacksonville after the accident, when her injuries made the move impossible.

In their depositions, Kamesha and Theresa gave somewhat inconsistent testimony about how they divided expenses and labor while they were living together at Highway 308. Theresa testified that they maintained separate checking accounts, and both testified that the utility bills were in Theresa's name. But their testimony differed regarding who paid for what. Theresa testified that she paid all the utility bills in full and Kamesha did not reimburse her for them—that Theresa "t[ook] care of Kamesha and her kids." *Id.* at 27. But Kamesha testified that she paid half the water and electric bills. Theresa and Kamesha also disagreed about who paid Kamesha's phone bill. Theresa said that she paid it, but Kamesha said that she paid for her own phone.

Mother and daughter also gave differing testimony about who did the cooking and grocery shopping. Theresa testified that Kamesha mainly did the grocery shopping and cooking "for the household." *Id*. at 28. Kamesha testified that she would buy groceries for the household but Theresa would sometimes buy groceries for herself. And if Kamesha or her children consumed the groceries Theresa bought, Kamesha said that she would occasionally pay Theresa back. Kamesha also testified, contrary to Theresa's testimony, that Theresa "mainly d[id] the cooking" for the entire family. Doc. 16-8 at 33.

The record contains no evidence about the division of space between the two at Highway 308 or how other household responsibilities were divided.

After discovery concluded, the parties filed cross-motions for summary judgment. Travelers did not dispute that Kamesha was Theresa's blood relative. But it argued that Kamesha was not a member of her mother's household because Theresa maintained her household at 503 East Jefferson, not Highway 308, and that Kamesha and Theresa had no intent to merge their households. Travelers also argued that Kamesha was not a resident at Highway 308 because her stay was only a transient visitation. Because there was no evidence that Kamesha qualified as a resident relative under the policy, Travelers argued, the policy's uninsured motorist coverage did not cover Kamesha.

In her motion for summary judgment, Kamesha argued that the policy covered her accident because she was a resident relative. She argued that Theresa's coverage of the bills at Highway 308 established that Theresa was financially supporting her—a factor weighing in her favor in the determination of whether family members have established and maintained a merged household or separate households under different managements. Kamesha also argued that her intent to stay in Georgia at least for the time being was sufficient to establish her residency at Highway 308.

The district court granted summary judgment to Kamesha, deciding that, viewing the facts in the light most favorable to Travelers, Kamesha had shown that she was a resident relative of her mother's household. The district court rejected Travelers' argument that Kamesha was not a resident at Highway 308 because she had plans to move to Jacksonville at some point in time. Relying on Theresa and Kamesha's financial interdependence and Kamesha's desire to provide emotional support to her mother, the court also found that they had shown an intent to merge their households. Travelers appealed.

II. STANDARD OF REVIEW

"We review a district court's rulings on cross-motions for summary judgment *de novo*, viewing the facts in the light most favorable to the nonmoving party on each motion." *Signor v. Safeco*

Ins. Co. of Ill., 72 F.4th 1223, 1227 (11th Cir. 2023). Summary judgment is appropriate only "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). There is a genuine dispute of material fact when "the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

III. DISCUSSION

Travelers argues on appeal that the district court erred in granting summary judgment to Kamesha. It says that summary judgment should be granted in its favor because Kamesha was (1) not a resident at Highway 308, and (2) not a part of her mother's household. It argues in the alternative that a reasonable jury, viewing the evidence in the light most favorable to Kamesha, could find that Kamesha and Theresa had not merged households before Kamesha's accident. We agree with Kamesha that the district court did not err in concluding that she resided at Highway 308 under the policy's terms. But we conclude, for two reasons, that a genuine dispute of material fact remains about whether Kamesha was part of Theresa's household when the accident occurred. First, a jury reasonably could find that Theresa did not maintain her household at Highway 308. Second, even if Theresa maintained her household there, a reasonable jury could find that Kamesha and Theresa had not merged their households.

A. The District Court Correctly Concluded that Kamesha Was a Resident at Highway 308 Rather than a Visitor.

The Travelers policy provides uninsured motorist coverage for the named insured as well as "any resident relative." Doc. 15-3 at 22. The policy defines a "resident relative" as "a person related to [the policyholder] by blood, marriage or adoption who is a resident of [the policyholder's] household." *Id.* at 11. The policy does not further define "resident." Under Georgia law, residence "is generally understood to mean more than mere physical presence" and "the transient visit of a person for a time does not make that person a resident."[5] *Smiley v. Davenport*, 229 S.E.2d 489, 491 (Ga. Ct. App. 1976). But a residence need not be permanent. In contrast to domicile, which "means a permanent place of habitat," residence "usually includes an intent to live in the place *for the time being*." *Id.* (emphasis added).

Consistent with these general principles, Georgia law does not require a person to "intend to live with [the policyholder] permanently in order to qualify as a 'resident relative'" under an automobile insurance policy. *Boston v. Allstate Ins. Co.*, 463 S.E.2d 155, 157 (Ga. Ct. App. 1995). For instance, in *Sanders v. Georgia Farm Bureau Mutual Insurance Co.*, a son who was injured in an automobile accident sought coverage under both his mother's and his father's insurance policies. 355 S.E.2d 705, 706 (Ga. Ct. App. 1987). A few

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[5] The policy was a "Georgia Personal Auto Policy." Doc. 15-3 at 10. In construing the policy, the district court applied Georgia law. Neither party disputes that Georgia law governs the interpretation of this Georgia contract.

months before the accident, the son had temporarily moved from his mother's house to his father's to be closer to work. *Id*. While living with his father, the son got engaged and at that point no longer intended to return to his mother's house. *Id*. The Georgia Court of Appeals held that the son was no longer a resident of his mother's house and that his intent to "live exclusively" with his father, "even if only for the time being," was "sufficient to establish his residence there." *Id*. The court thus affirmed that he was not covered by his mother's policy. *Id.*

With these principles about residence in mind, we consider whether Kamesha was residing at Highway 308 at the time of the accident. Travelers argues that she was not a resident at Highway 308 at that time because she intended to move to Jacksonville. It contends that her stay at Highway 308 was instead a mere "transient visitation." Appellant's Br. 11.

Viewing the facts in the light most favorable to Travelers, we conclude that Kamesha was a resident at Highway 308 when the accident occurred because she intended to live there exclusively at least "for the time being." *Sanders*, 355 S.E.2d at 706. It is undisputed that Kamesha and her children began living at Highway 308 at the beginning of December and were not residing any place else. Kamesha had already ended her previous lease, and the record contains no evidence that she had a lease or a move-in date elsewhere. And although she may have had a job lined up in Jacksonville before her brother's passing in November, by mid-December, she had secured a new job in Georgia.

Travelers does not dispute any of these facts. Instead, it contends that Kamesha could not be a resident at Highway 308 because of her plans to move to Jacksonville. But Kamesha's plans to move to Jacksonville in the future do not change the fact that, at the relevant time, she intended to live at Highway 308 to support her mother after her brother passed. And she need not show an intent to remain there permanently to establish residency under Georgia law. *See id.*

Kamesha's circumstances are also distinguishable from cases in which a person was held to be merely a transient visitor instead of a resident. In *Travelers Property Casualty Insurance Co. v. Whitaker*, a district court determined that a 16-month-old child who spent most days at her grandparents' house was a transient visitor there. 337 F. Supp. 3d 1244, 1250 (M.D. Ga. 2018). Even though the child had a bedroom and a playroom at her grandparents' house, she ordinarily did not stay overnight, and the child maintained an "independent family arrangement" with her parents. *Id.* In comparison, Kamesha was living exclusively at Highway 308 before the accident. Unlike the child in *Whitaker*, Kamesha did not have another home or a different, independent family arrangement. She therefore was not a transient visitor at Highway 308.

As a matter of law, then, no material factual dispute remains about whether Kamesha resided at Highway 308. The district court properly granted summary judgment on the issue of her residence.

B. The District Court Erred in Concluding that Kamesha and Theresa Share a Household as a Matter of Law.

It is not enough, however, for Kamesha to show that she resided at Highway 308 to qualify as a "resident relative" under the Travelers policy. Because a "resident relative" must be a "resident of [the policyholder's] *household*," Kamesha also must establish that she and her mother shared a household. Doc. 15-3 at 11 (emphasis added). The policy does not define "household."

But Georgia law defines "a 'household' as a family living together." *Geiger v. Ga. Farm Bureau Mut. Ins. Co.*, 699 S.E.2d 571, 574 (Ga. Ct. App. 2010). Although a person may have more than one residence, *see Travelers Ins. Co. v. Mixon*, 162 S.E.2d 830, 831 (Ga. Ct. App. 1968), Georgia's appellate courts have not said whether a person may maintain more than one household. To determine whether a person is part of an insured's household, Georgia courts consider "the aggregate details of the family's living arrangements." *Rainey v. State Farm Mut. Auto. Ins. Co.*, 458 S.E.2d 411, 412 (Ga. Ct. App. 1995). "Of critical importance to such an analysis is whether the family members have established and maintained separate households under different managements." *Id.*

Importantly, family members may live together and still maintain separate households. "A 'household' does not result simply because people reside in the same house." *S. Gen. Ins. Co. v. Foy*, 631 S.E.2d 419, 422 (Ga. Ct. App. 2006). "[F]inancial support, or independence therefrom, is an important factor in determining whether a resident of a household h[as] established a separate household under a different head or management . . . ." *Cotton States Mut. Ins. Co. v. McEachern*, 218 S.E.2d 645, 647 (Ga. Ct. App. 1975). The Georgia Court of Appeals has also recognized the "interconnectedness of the family members" as another consideration in this inquiry. *Allred v. Progressive Cnty. Mut. Ins. Co.*, 914 S.E.2d 399, 402 (Ga. Ct. App. 2025). In *Foy*, for instance, the court determined that a mother and son did not share a household as a matter of law where each was "responsible for separate parts of the house, live[d] in different areas, d[id] not cook or clean for each other" and came and went "independently." *Foy*, 631 S.E.2d at 421. Similarly, the court in *Burdick v. GEICO* concluded that a factual question remained as to whether a daughter shared a household with her parents where the daughter paid her parents rent, "assumed responsibility for some of the house's bills, and was entirely responsible for her own child, including her daycare expenses." 626 S.E.2d 587, 589 (Ga. Ct. App. 2006).

Travelers argues that even if Kamesha resided at Highway 308, she did not share a household with her mother as a matter of law because Theresa maintained her household at 503 East Jefferson, not Highway 308. Alternatively, Travelers argues that, based on the facts in the record, a reasonable jury could find that Kamesha did not share a household with her mother. Kamesha responds that the district court correctly determined that Theresa maintained a household at Highway 308. Kamesha further argues that she and her mother shared a household because they were financially interdependent. We conclude that there is a genuine dispute of fact whether mother and daughter shared a household because: (1) A reasonable jury could find that Theresa maintained her household at either Highway 308 or 503 East Jefferson, and (2) even if Theresa maintained her household at Highway 308, the evidence does not compel a finding that Kamesha and Theresa were financially interdependent and had merged households.

First, a reasonable jury could find that Theresa maintained her household either at Highway 308 or at 503 East Jefferson. A jury could find that 503 East Jefferson was merely Theresa's place of business and Highway 308 was her home. She ran an assisted living facility at 503 East Jefferson and was there often because the facility had to be staffed 24/7. Although Theresa grew up at 503 East Jefferson, she testified that she would "go home" on weekends to Highway 308. Doc. 16-7 at 19. For her part, Kamesha testified that Theresa spent as much as half her time at Highway 308. And the fact that Kamesha believed that she could give her mother emotional support while living at Highway 308 further supports a finding that Highway 308 functioned as Theresa's home, where she kept her household.

Alternatively, a reasonable jury could find that Theresa maintained her household at 503 East Jefferson. Crediting Theresa's testimony, a jury could find that she spent most of her time there and slept there most "every night." *Id.* at 18. Theresa also testified that she had grown up at 503 East Jefferson and had lived there "[a]ll [her] life." *Id.* And so, a jury could find that the time she spent at Highway 308 was more akin to regular visitation than maintaining a home there. Given this dispute of fact whether Theresa maintained her household at Highway 308 or 503 East Jefferson, summary judgment on this issue was inappropriate.

Second, even if Theresa maintained her household at Highway 308, an issue of fact remains as to Kamesha and Theresa's interdependence. Because family members can maintain separate households under different managements even while living under the same roof, Kamesha still must prove that she and her mother merged their households. *See Foy*, 631 S.E.2d at 421. And the facts before us do not compel such a finding.

Looking at "the aggregate details of the family's living arrangements," we conclude that a reasonable jury could find that Kamesha and Theresa had not merged households. *Rainey*, 458 S.E.2d at 412. According to the facts when viewed in the light most favorable to Travelers, Kamesha reimbursed her mother for half of the house's bills, and they each paid their own cellphone bill. They did not have access to each other's financial accounts, and although either one would cook for the entire family, Theresa, at times, would buy her own groceries, and Kamesha would reimburse her if Kamesha or her children consumed them.

These facts are comparable to those in *Burdick*, where an issue of fact remained about whether a daughter, Melissa, was part of her parents' household. *See Burdick*, 626 S.E.2d at 588. Melissa paid some of the household bills, and "the family often ate together." *Id*. She also paid rent to her parents, "lived in the downstairs portion of the house accessed by its own key and containing its own bathroom, refrigerator, and microwave," and "was exclusively responsible for the care of her child, including daycare expenses." *Id*. Based on these facts, the *Burdick* court concluded that the evidence was "sufficient to create a question of fact as to whether Melissa and her child resided in Melissa's parents' house or had their own separate household under different management." *Id*. at 589 (citation modified).

Here, there is evidence that Theresa paid the utilities and "t[ook] care of Kamesha and her kids," Doc. 16-7 at 27, and that groceries and meals were shared with the whole family. But at this stage, the record does not tell us whether Kamesha paid rent to live at Highway 308, how the physical space in the house was divided between mother and daughter, or who was responsible for Kamesha's childcare costs. Because there is evidence going both ways, a jury could find that Kamesha and Theresa maintained "separate households under different managements" or that they shared a household. *See Burdick*, 626 S.E.2d at 589 (citation modified).

Lastly, we note that "the evidence crucial to deciding the parties' dispute"—that is, "a family's living arrangements and whether certain family members intend to remain as a household"—is the kind of evidence "that generally is not susceptible to summary adjudication." *Allred*, 914 S.E.2d at 400. Because a genuine factual dispute remains about whether Kamesha shared a household with her mother, we conclude that the district court erred in granting summary judgment in Kamesha's favor on this issue.

IV. CONCLUSION

For the above reasons, we affirm in part and reverse in part. We affirm the district court's grant of summary judgment for Kamesha on the issue of her own residence at Highway 308. But we reverse the district court's ruling that she and her mother shared a household as a matter of law and remand that issue to the district court for further proceedings.

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED.