UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF LOUISIANA

Jamie D’Amico v. State Farm Fire and Casualty Company a/k/a State Farm Mutual Automobile Insurance Company

D’Amico · No. 24-899-JWD-RLB; 3:24-cv-00899 · Decided May 26, 2026

SUMMARY

The United States District Court for the Middle District of Louisiana grants State Farm’s motion for summary judgment in Jamie D’Amico’s bad-faith insurance action. Applying Louisiana res judicata law, the Court concludes that the bad-faith claims arose from the same automobile accident and uninsured/underinsured motorist coverage dispute as an earlier action between the parties and were barred by the final judgment in that action. The Court also disregards Plaintiff’s deficient opposing statement of material facts under the applicable local rules.

CASE DETAILS

COURT	United States District Court for the Middle District of Louisiana
WRITING FOR THE COURT	John W. deGravelles
JURISDICTION	United States District Court for the Middle District of Louisiana
DECIDED	May 26, 2026
DOCKET	24-899-JWD-RLB; 3:24-cv-00899
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved for summary judgment in a removed diversity action asserting that Louisiana res judicata barred Plaintiff’s statutory bad-faith claims against her uninsured/underinsured-motorist carrier. The court granted the motion and dismissed the claims with prejudice.
STANDARD OF REVIEW	Summary judgment is appropriate when the movant shows that there is no genuine dispute as to any material fact and that the movant is entitled to judgment as a matter of law. The nonmoving party must identify specific facts showing a genuine issue for trial and may not rely on conclusory allegations, unsubstantiated assertions, or a scintilla of evidence. The court applied Louisiana preclusion law to determine the effect of the prior Louisiana state-court judgment.
PRECEDENTIAL VALUE	unpublished

TOPICS

summary judgment | res judicata | insurance bad faith | uninsured motorist | civil procedure

PRACTICE AREAS

civil procedure | insurance | insurance bad faith | uninsured motorist | summary judgment | res judicata

QUESTIONS PRESENTED

1. Whether Louisiana res judicata barred D'Amico's second action for insurance bad-faith claims because those claims existed before final judgment in the first action and arose from the same transaction or occurrence.
2. Whether the first and second actions arose from the same transaction or occurrence even though the first action involved the underlying UM contract claim and the second involved statutory bad-faith claims.
3. Whether Plaintiff's failure to comply with the Middle District of Louisiana's summary-judgment briefing and statement-of-facts rules permitted the court to disregard her opposing statement and deem Defendants' properly supported facts admitted for summary-judgment purposes.

HOLDINGS

1. Louisiana res judicata barred D'Amico's statutory bad-faith claims because the prior judgment was valid and final, involved the same parties, the bad-faith claims existed when final judgment was entered, and the claims arose out of the same transaction or occurrence as the first action.
2. The distinction between contractual UM claims and statutory bad-faith claims did not prevent application of res judicata because Louisiana res judicata turns on whether the actions arise from the same transaction or occurrence, not whether the legal causes of action are identical.
3. The court disregarded Plaintiff's opposing statement of material facts because it failed to admit, deny, or qualify Defendants' facts and contained no record citations, and the court deemed Defendants' properly supported facts admitted for summary-judgment purposes.

KEY QUOTATIONS

> *"In determining the preclusive effect of an earlier state court judgment, federal courts apply the preclusion law of the state that rendered the judgment."* (Section V.A.)

> *"The applicability of res judicata turned on whether the first and second actions arose out of the same transaction or occurrence, not whether the causes of action were themselves the same."* (Section V.B.)

> *"Based on the arguments and submissions of the parties, this case is essentially on all fours with Dotson."* (Section V.B.)

FACTUAL BACKGROUND

D'Amico was involved in an automobile accident on or about October 15, 2017, and pursued damages and UM benefits from State Farm. She filed an initial action in the Twenty-Fourth Judicial District Court and later sought to add bad-faith claims, but leave to amend was denied. She filed a second action alleging that State Farm violated Louisiana bad-faith statutes by refusing in 2024 to make further unconditional payments for medical expenses arising from the same accident. The first action later proceeded to trial, resulting in a judgment for D'Amico against State Farm that was entered and satisfied before the federal court ruled on the second action.

PROCEDURAL HISTORY

Plaintiff initially sued the at-fault driver and GEICO in Louisiana state court after a 2017 automobile accident and later added State Farm, her UM carrier. She unsuccessfully sought leave to amend that action in March 2024 to assert bad-faith claims. She then filed a second state-court action asserting bad faith based on State Farm's refusal to make further unconditional payments. State Farm removed the second action under 28 U.S.C. §§ 1332 and 1441. While the second action was pending, the first action proceeded to trial, judgment was entered for Plaintiff against State Farm on December 5, 2024, and the judgment was satisfied on December 14, 2024.

DISPOSITION

dismissed

CASES CITED

- McGhee v. Fay Servicing, LLC, No. 21-652, 2023 WL 2335376 (M.D. La. Mar. 2, 2023)
- CMFG Life Insurance Co. v. Lee, No. 20-157, 2021 WL 1395768 (M.D. La. Apr. 13, 2021)
- Lemings v. Taylor, No. 18-768, 2021 WL 2585920 (M.D. La. June 23, 2021)
- Sanford v. Kirst, No. 21-347, 2023 WL 4052957 (M.D. La. June 16, 2023)
- Slaughter v. Exxon Mobile Corp., No. 23-1642, 2026 WL 222535 (M.D. La. Jan. 28, 2026)
- JTB Tools & Oilfield Services, L.L.C. v. United States, 831 F.3d 597, 601 (5th Cir. 2016)
- Nichols v. Enterasys Networks, Inc., 495 F.3d 185, 190 (5th Cir. 2007)
- L & A Contracting Co. v. S. Concrete Services, Inc., 17 F.3d 106, 113 (5th Cir. 1994)
- Dardar v. Lafourche Realty Co., 985 F.2d 824, 831 (5th Cir. 1993)
- Braud v. Wal-Mart Stores, Inc., No. 17-320, 2019 WL 3364320 (M.D. La. July 25, 2019)
- Smith v. Brenoettsy, 158 F.3d 908, 910 (5th Cir. 1998)
- Pioneer Exploration, L.L.C. v. Steadfast Insurance Co., 767 F.3d 503, 511 (5th Cir. 2014)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Matsushita Electric Industrial Co. v. Zenith Radio Corp., 475 U.S. 574, 586–87 (1986)
- Little v. Liquid Air Corp., 37 F.3d 1069, 1075 (5th Cir. 1994) (en banc) (per curiam)
- United States v. Dunkel, 927 F.2d 955, 956 (7th Cir. 1991)
- Lujan v. National Wildlife Federation, 497 U.S. 871, 888 (1990)
- International Shortstop, Inc. v. Rally's, Inc., 939 F.2d 1257, 1263 (5th Cir. 1991)
- Gray Insurance Co. v. Concentra Integrated Services, Inc., No. 9-399, 2010 WL 5298763 (M.D. La. Aug. 24, 2010)
- Weaver v. Tex. Capital Bank N.A., 660 F.3d 900, 906 (5th Cir. 2011) (per curiam)

- Marrese v. American Academy of Orthopaedic Surgeons, 470 U.S. 373, 381 (1985)
- St. Paul Mercury Insurance Co. v. Williamson, 224 F.3d 425, 436–37 (5th Cir. 2000)
- Chevron U.S.A., Inc. v. State, 2007-2469 (La. 9/8/08), 993 So. 2d 187, 194
- Burguieres v. Pollingue, 2002-1385 (La. 2/25/03), 843 So. 2d 1049, 1053
- Avenue Plaza, L.L.C. v. Falgoust, 96-0173 (La. 7/2/96), 676 So. 2d 1077, 1080
- Hy-Octane Investments, Ltd. v. G & B Oil Products, Inc., 97-28 (La. App. 3 Cir. 10/29/97), 702 So. 2d 1057, 1060
- LASA Per L'Industria Del Marmo Societa Per Azioni of Lasa, Italy v. Alexander, 414 F.2d 143, 146–47 (6th Cir. 1969)
- Kelty v. Brumfield, 93-1142 (La. 2/25/94), 633 So. 2d 1210, 1215
- Hancock v. Lincoln American Life Insurance Co., 278 So. 2d 561 (La. App. 1 Cir. 1973)
- Siemens Water Technologies Corp. v. Revo Water Systems, LLC, 2013-631 (La. App. 3 Cir. 1/8/14), 130 So. 3d 473, 476
- Brouillard v. Aetna Casualty & Surety Co., 94-1559 (La. App. 3 Cir. 5/10/95), 657 So. 2d 231, 233
- Domingue ex rel. Domingue v. Allied Discount Tire & Brake, Inc., 2002-1338 (La. App. 1 Cir. 5/9/03), 849 So. 2d 690, 695
- Dotson v. Atlantic Specialty Insurance Co., 2021 WL 1840423 (E.D. La. May 7, 2021)
- Kosak v. Louisiana Farm Bureau Casualty Insurance Co., 2020-0222 (La. App. 1 Cir. 12/10/20), 316 So. 3d 522, 530
- Ruckman v. USAA Casualty Insurance Co., No. 19-1288, 2019 WL 5963788 (E.D. La. Nov. 13, 2019)
- Lafreniere Park Foundation v. Broussard, 221 F.3d 804, 810 (5th Cir. 2000)
- Spear v. Prudential Property & Casualty Insurance Co., 98-1663 (La. App. 4 Cir. 1/13/99), 727 So. 2d 640, 643
- Oleszkowicz v. Exxon Mobil Corp., 2014-0256 (La. 12/9/14), 156 So. 3d 645, 647
- Wadick v. General Heating & Air Conditioning, LLC, 2014-0187 (La. App. 4 Cir. 7/23/14), 145 So. 3d 586, 592
- Stockstill v. C.F. Industries, Inc., 94-2072 (La. App. 1 Cir. 12/15/95), 665 So. 2d 802, 810
- Koch v. Liberty Mutual Fire Insurance Co., 639 F. Supp. 3d 895, 901 (D. Neb. 2022)