

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
LOUISIANA, MONROE DIVISION

Stevie Burney v. Madison Parish Hospital Service District et al.

Burney · No. 3:23-CV-1779 · Decided April 21, 2026

SUMMARY

The United States District Court for the Western District of Louisiana granted RSUI Indemnity Corp.’s second motion for summary judgment in Stevie Burney’s action concerning alleged retaliation arising from her employment at Madison Parish Hospital. The court held that RSUI had exhausted the \$1,000,000 limit of liability under the Employment Practices Liability coverage section of its policy through payments and defense expenses in a related suit. Burney’s claims against RSUI were dismissed with prejudice.

CASE DETAILS

COURT	United States District Court for the Western District of Louisiana, Monroe Division
WRITING FOR THE COURT	Terry A. Doughty
JURISDICTION	United States District Court for the Western District of Louisiana, Monroe Division
DECIDED	April 21, 2026
DOCKET	3:23-CV-1779
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant RSUI Indemnity Corp. moved for summary judgment on whether it had exhausted its liability under the applicable insurance policy. The motion was unopposed, and the court granted it, dismissing Burney’s claims against RSUI with prejudice.
STANDARD OF REVIEW	Summary judgment is appropriate when the movant shows that no genuine dispute as to any material fact exists and that the movant is entitled to judgment as a matter of law. An unopposed motion cannot be granted solely because it is unopposed; the movant must still establish entitlement to judgment as a matter of law. If the motion is supported and unanswered, the court may deem the movant’s statement of facts undisputed, but it must independently determine whether the undisputed facts warrant judgment.

PRECEDENTIAL VALUE	Unpublished federal district court memorandum ruling; persuasive value only.
PARTIES	Stevie Burney v. RSUI Indemnity Corp., Madison Parish Hospital Service District, Dr. Donald Perry, Felicia Williams

TOPICS

summary judgment insurance coverage duty to defend civil procedure

PRACTICE AREAS

insurance civil procedure employment law civil rights

QUESTIONS PRESENTED

1. Whether RSUI established on summary judgment that it exhausted the \$1,000,000 limit of liability under the policy's Employment Practices Liability coverage section.
2. Whether RSUI was entitled to summary judgment despite Burney's failure to respond to the motion.

HOLDINGS

1. RSUI exhausted the \$1,000,000 individual limit of liability under the policy's Employment Practices Liability coverage section through settlement, defense, and related expenses incurred in the Topolewski suit; consequently, RSUI had no ongoing liability under the policy for Burney's claims.
2. A court may grant an unopposed summary-judgment motion only after independently determining that the undisputed facts establish the movant's entitlement to judgment as a matter of law; the absence of a response alone is insufficient.

FACTUAL BACKGROUND

RSUI issued Madison Parish Hospital Service District a nonprofit organization management liability policy containing an Employment Practices Liability coverage section with a \$1,000,000 limit of liability. The policy included defense expenses within that limit and provided that RSUI's duty to defend and pay defense expenses ended when the limit was exhausted. In a separate Topolewski lawsuit, RSUI and the hospital agreed to pay \$975,000 to settle claims falling under the EPL coverage section, and RSUI submitted evidence showing that it paid an additional amount for defense and related itemized expenses, totaling \$1,000,000. Burney did not respond to RSUI's second summary-judgment motion.

PROCEDURAL HISTORY

Burney sued Madison Parish Hospital Service District, Dr. Donald Perry, Felicia Williams, and RSUI, asserting federal and state constitutional and statutory claims arising from her employment at the hospital. The court previously narrowed the case to a federal First Amendment retaliation claim against Perry and Williams and a state anti-reprisal claim against the hospital. RSUI filed an earlier summary-judgment motion concerning exhaustion, which the court partly granted and partly denied. On RSUI's second summary-judgment motion,

supported by declarations, settlement materials, and expense records, the court found that the EPL coverage limit had been exhausted and entered judgment for RSUI.

DISPOSITION

dismissed

CASES CITED

- *Distribuidora Mari Jose, S.A. de C.V. v. Transmaritime, Inc.*, 738 F.3d 703, 706 (5th Cir. 2013)
- *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-49 (1986)
- *Little v. Liquid Air Corp.*, 37 F.3d 1069, 1075 (5th Cir. 1994)
- *Turner v. Baylor Richardson Med. Ctr.*, 476 F.3d 337, 343 (5th Cir. 2007)
- *Total E & P USA Inc. v. Kerr-McGee Oil & Gas Corp.*, 719 F.3d 424, 434 (5th Cir. 2013)
- *Celotex Corp. v. Catrett*, 477 U.S. 317, 322-23 (1986)
- *Day v. Wells Fargo Bank Nat'l Ass'n*, 768 F.3d 435 (5th Cir. 2014) (per curiam)
- *Hibernia Nat'l Bank v. Administracion Cent. Sociedad Anonima*, 776 F.2d 1277, 1279 (5th Cir. 1985)
- *Davis-Lynch, Inc. v. Moreno*, 667 F.3d 539, 550 (5th Cir. 2012)
- *Morgan v. Fed. Express Corp.*, 114 F. Supp. 3d 434, 437 (S.D. Tex. 2015)
- *Forsyth v. Barr*, 19 F.3d 1527, 1533 (5th Cir. 1994)
- *Topolewski v. Police Jury et al.*, No. 23-CV-258 (W.D. La.)

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