UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS, SAN ANTONIO DIVISION

Michael White v. Truist Bank and GEICO County Mutual Insurance Company

White · No. SA-24-CV-1357-FB · Decided December 30, 2025

SUMMARY

The United States District Court for the Western District of Texas accepted and adopted the magistrate judge's report and recommendation concerning GEICO County Mutual Insurance Company's motion for summary judgment. The court overruled Plaintiff Michael White's objections, granted summary judgment for GEICO, dismissed all claims against GEICO with prejudice, and dismissed the remaining claims against Truist Bank with prejudice, closing the case.

CASE DETAILS

COURT	United States District Court for the Western District of Texas, San Antonio Division
WRITING FOR THE COURT	Fred Biery
JURISDICTION	United States District Court for the Western District of Texas, San Antonio Division
DECIDED	December 30, 2025
DOCKET	SA-24-CV-1357-FB
DISPOSITION	dismissed
PROCEDURAL POSTURE	The district court reviewed the magistrate judge's Report and Recommendation concerning GEICO's motion for summary judgment after Plaintiff filed objections. The court conducted de novo review of the properly raised objections, overruled them, accepted and adopted the Report and Recommendation, granted GEICO's motion for summary judgment, and dismissed all claims against both defendants with prejudice.
STANDARD OF REVIEW	Objections to a magistrate judge's report and recommendation are reviewed de novo as to properly raised issues. The court need not conduct de novo review of frivolous, conclusive, or general objections. Unobjected-to portions are reviewed for clear error or whether they are contrary to law.

PRECEDENTIAL VALUE	Unpublished district court order; precedential status is unknown and the opinion does not state that it is precedential.

TOPICS

summary judgment · breach of contract · civil procedure · default

PRACTICE AREAS

civil procedure · contracts · insurance

QUESTIONS PRESENTED

1. Whether the district court should accept and adopt the magistrate judge's Report and Recommendation after conducting de novo review of Plaintiff's objections.
2. Whether Plaintiff's objections to the recommended disposition of his breach-of-contract claim had merit.
3. Whether GEICO was entitled to summary judgment on Plaintiff's remaining breach-of-contract claim.
4. Whether Plaintiff's claims against Truist Bank should be dismissed with prejudice pursuant to his notice of dismissal.

HOLDINGS

1. The district court must conduct de novo review of properly raised objections to a magistrate judge's Report and Recommendation, but need not conduct de novo review of frivolous, conclusive, or general objections.
2. GEICO's motion for summary judgment was granted, and all of Plaintiff's claims against GEICO were dismissed with prejudice.
3. The fraud claim was treated as abandoned because Plaintiff stated that he intended to nonsuit it with prejudice and failed to address GEICO's fraud arguments in response to the summary-judgment motion.
4. Plaintiff's claims against Truist Bank were dismissed with prejudice pursuant to Plaintiff's notice of dismissal.

KEY QUOTATIONS

> *"The Court finds, after careful consideration of the record and the Report and Recommendation, that the Plaintiff's objections lack merit and are overruled."* (at 2)

> *"Therefore, IT IS FURTHER ORDERED that this case is DISMISSED WITH PREJUDICE."* (at 3)

FACTUAL BACKGROUND

Plaintiff Michael White asserted breach-of-contract and fraud claims against GEICO County Mutual Insurance Company and claims against Truist Bank. In responding to GEICO's summary-judgment motion, White stated that he intended to nonsuit his fraud claim with prejudice and did not address GEICO's fraud arguments. White later filed a notice dismissing his claims against Truist Bank with prejudice after reporting that the parties had settled those claims.

PROCEDURAL HISTORY

GEICO moved for summary judgment on Plaintiff's breach-of-contract and fraud claims. Plaintiff stated in his response that he intended to nonsuit the fraud claim with prejudice and did not address GEICO's arguments concerning that claim, so the magistrate judge deemed the fraud claim abandoned and recommended summary judgment on the remaining breach-of-contract claim. Plaintiff objected only regarding the breach-of-contract claim. The district court overruled the objections, adopted the Report and Recommendation, granted GEICO's motion, and separately dismissed Plaintiff's claims against Truist Bank with prejudice based on Plaintiff's notice of dismissal after settlement.

DISPOSITION

dismissed

CASES CITED

- United States v. Wilson, 864 F.2d 1219, 1221 (5th Cir. 1989)
- Battle v. United States Parole Commission, 834 F.2d 419, 421 (5th Cir. 1987)