UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION

Amelia Adkins, et al. v. Judge Edmund A. Sargus, Jr., Erie Insurance Company, et al.

Adkins · No. 2:24-cv-1568 · Decided February 20, 2026

SUMMARY

The United States District Court for the Southern District of Ohio denied Erie Insurance’s motion for partial summary judgment on Amelia Adkins’s bad-faith insurance claim. Applying Ohio law, the court held that evidence concerning the insurers’ investigation and handling of the storm-damage claim created a genuine issue of material fact for the jury. The court also ordered that Justin DeSimone would be dropped as a party in 14 days absent an objection or explanation.

CASE DETAILS

COURT	United States District Court for the Southern District of Ohio, Eastern Division
WRITING FOR THE COURT	Edmund A. Sargus, Jr.
JURISDICTION	United States District Court for the Southern District of Ohio, Eastern Division
DECIDED	February 20, 2026
DOCKET	2:24-cv-1568
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved for partial summary judgment on Plaintiffs' Ohio-law insurance bad-faith claim. The court denied the motion and conditionally ordered that Justin DeSimone be dropped as a party in 14 days absent an objection.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The evidence must be viewed in the light most favorable to the nonmoving party, and summary judgment is improper when a reasonable jury could return a verdict for that party.
PRECEDENTIAL VALUE	The opinion is a federal district court opinion and is not binding precedent outside the case, though it may have persuasive value.

PARTIES	Amelia Adkins, Justin DeSimone v. Judge Edmund A. Sargus, Jr., Erie Insurance Company, Erie Insurance Exchange, Erie Insurance Property & Casualty Company

TOPICS

insurance bad faith · summary judgment · insurance coverage · standing · civil procedure

PRACTICE AREAS

insurance · civil procedure · contracts

QUESTIONS PRESENTED

1. Whether Erie was entitled to partial summary judgment on Adkins's Ohio-law insurance bad-faith claim because its investigation, coverage evaluation, and payment decision were reasonably justified.
2. Whether the parties' agreement that Ohio substantive law applied permitted the court to apply Ohio law without independently resolving the choice-of-law issue.
3. Whether Justin DeSimone should be dropped as a party after Plaintiffs acknowledged that he lacked standing to pursue claims against Defendants.

HOLDINGS

1. Erie was not entitled to partial summary judgment because, viewing the evidence in Adkins's favor, a genuine issue of material fact remained as to whether Erie had reasonable justification for the manner in which it handled and evaluated her insurance claim.
2. Because both parties agreed that Ohio law applied to the bad-faith claim, the court applied Ohio law without independently addressing the choice-of-law question.
3. The court would drop Justin DeSimone as a party in 14 days unless a party filed a notice explaining why he should not be dropped, based on Plaintiffs' acknowledgment that he lacked standing to pursue the claims.

KEY QUOTATIONS

> *"This is not to say that Ms. Adkins will prevail on her bad faith claim. Rather, this Opinion and Order recognizes only that the evidence before the Court creates a question for the jury as to whether Erie acted in bad faith."* (Analysis)

> *"Ohio law does not provide that simply employing and relying on an expert shields an insurer from a bad faith claim."* (Analysis)

FACTUAL BACKGROUND

Amelia Adkins insured her Kentucky townhouse under an Erie homeowner's policy that was in effect when a severe storm allegedly damaged the roof, siding, shingles, and fence on March 3, 2023. Erie paid $1,891.26 after estimating covered storm damage, while Adkins maintained that additional roof and fence damage remained and that water continued leaking into her living room. Evidence included testimony that an adjuster declined to review leakage videos, acknowledged that the roof was leaking but said he could not write it up that way, and allegedly suggested that a roofer would inevitably damage shingles during an inspection. Erie later relied on a forensic engineering report attributing the leakage to siding damage rather than roof damage.

PROCEDURAL HISTORY

Plaintiffs brought state-law claims in the Franklin County Court of Common Pleas. Erie removed the action to the Southern District of Ohio under diversity jurisdiction. After the parties briefed Erie's motion for partial summary judgment and supplemental briefing on choice of law, the court denied summary judgment and directed that DeSimone be dropped unless a party filed a notice providing a reason not to do so.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322–23 (1986)
- Barnhart v. Pickrel, Schaeffer & Ebeling Co., L.P.A., 12 F.3d 1382, 1388–89 (6th Cir. 1993)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 250 (1986)
- Tolan v. Cotton, 572 U.S. 650, 651 (2014)
- Moore v. Philip Morris Cos., 8 F.3d 335, 339–40 (6th Cir. 1993)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- Asp v. Toshiba Am. Consumer Prods., LLC, 616 F. Supp. 2d 721, 726 (S.D. Ohio 2008)
- GBJ Corp. v. E. Ohio Paving Co., 139 F.3d 1080, 1085 (6th Cir. 1998)
- Blue Ash Auto Body, Inc. v. State Farm Mut. Auto. Ins. Co., No. 1:20-cv-393, 2021 WL 916627, at *2 n.2 (S.D. Ohio Mar. 10, 2021)
- Med. Supply Distrib., LLC v. Goodman, No. 2:21-cv-161, 2021 WL 9965870, at *2 (S.D. Ohio May 21, 2021)
- Zoppo v. Homestead Ins. Co., 644 N.E.2d 397, 399–400 (Ohio 1994)
- Hoskins v. Aetna Life Ins. Co., 452 N.E.2d 1315, 1319 (Ohio 1983)
- B–T Dissolution, Inc. v. Provident Life & Accident Ins. Co., 123 F. App’x 159, 164 (6th Cir. 2004)
- Ullman v. Auto-Owners Mut. Ins. Co., 502 F. Supp. 2d 737, 746–47 (S.D. Ohio 2007)
- Mundy v. Roy, No. 2005-CA-28, 2006 WL 522380, at *4 (Ohio Ct. App. 2d Dist. Mar. 3, 2006)
- Keyser v. UNUM Life Ins. Co. of Am., No. C2-03-138, 2005 WL 2230203, at *9 (S.D. Ohio Sep. 12, 2005)
- CSS Publ’g Co., Inc. v. Am. Econ. Ins. Co., 740 N.E.2d 341, 348 (Ohio Ct. App. 3d Dist. 2000)
- Grupo Dataflux v. Atlas Glob. Grp., L.P., 541 U.S. 567, 572–73 (2004)
- Newman-Green, Inc. v. Alfonzo-Larrain, 490 U.S. 826, 832 (1989)