UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF LOUISIANA

Matthew LeBlanc, et al. v. Louisiana Insurance Guaranty Association, et al.

No. 25-619-SDD-SDJ (M.D. La. Mar. 25, 2026) · No. 25-619-SDD-SDJ · Decided March 25, 2026

SUMMARY

The United States District Court for the Middle District of Louisiana granted Centauri National Insurance Company's motion to dismiss claims arising from flood damage allegedly caused by Hurricane Ida. The court held that the plaintiffs' claims under the Standard Flood Insurance Policy were untimely because they were filed more than one year after Centauri's written partial-denial letter, and that state-law claims for statutory damages, attorney's fees, expenses, and legal interest were preempted. The court dismissed the claims against Centauri with prejudice and denied the plaintiffs' request for leave to amend.

CASE DETAILS

COURT	United States District Court for the Middle District of Louisiana
WRITING FOR THE COURT	Shelly D. Dick
JURISDICTION	United States District Court for the Middle District of Louisiana
DECIDED	March 25, 2026
DOCKET	25-619-SDD-SDJ
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiffs sued in Louisiana state court for flood-insurance benefits and related damages. After Centauri removed the case to federal court, Centauri moved for judgment on the pleadings under Federal Rule of Civil Procedure 12(c), seeking dismissal of the breach-of-contract claims as untimely and dismissal of extracontractual claims as preempted.
STANDARD OF REVIEW	A Rule 12(c) motion is evaluated under the same standard as a Rule 12(b)(6) motion. The court accepts well-pleaded facts as true and views them in the light most favorable to the plaintiff, but does not accept conclusory allegations or unwarranted deductions. The court may consider documents referred to in and central to the complaint without converting the motion to one for summary judgment.

PRECEDENTIAL VALUE	unpublished
PARTIES	Matthew LeBlanc, Kaylan LeBlanc v. Louisiana Insurance Guaranty Association, Centauri National Insurance Company, National Flood Insurance Program

TOPICS

motion for judgment on the pleadings · statute of limitations · insurance coverage · breach of contract · civil procedure

PRACTICE AREAS

insurance · civil procedure · federal flood insurance · limitations · preemption

QUESTIONS PRESENTED

1. Whether Plaintiffs' claims under a Standard Flood Insurance Policy were untimely under 42 U.S.C. § 4072 and the policy's one-year limitations provision.
2. Whether filing the action in state court tolled or otherwise preserved the federal one-year limitations period for an SFIP claim.
3. Whether the April 7, 2022, partial denial letter constituted a written denial sufficient to trigger the limitations period.
4. Whether Plaintiffs' state-law extracontractual claims for statutory damages, attorney's fees, expenses, and legal interest were preempted or precluded by federal law governing WYO flood-insurance policies.
5. Whether Plaintiffs should be granted leave to amend to assert a due-process claim and clarify their claims for fees and improper claims handling.

HOLDINGS

1. An action to recover under a Standard Flood Insurance Policy must be filed in the appropriate United States district court within one year after the date the notice of denial or partial denial is mailed.
2. A partial denial letter may trigger the one-year SFIP limitations period even when the insurer continues to process the claim or indicates that it will consider requests for additional payment.
3. State-law claims for statutory damages, attorney's fees, expenses, and legal interest arising from the issuance, administration, or handling of a WYO insurer's SFIP are preempted and may not be recovered.
4. Leave to amend may be denied when the proposed claim would be futile and the plaintiff has unjustifiably delayed seeking amendment.

KEY QUOTATIONS

> *"You may not sue us to recover money under this policy unless you have complied with all the requirements of the policy. If you do sue, you must start the suit within one year of the date of the written denial of all or part*

> *of the claim, and you must file the suit in the United States District Court of the district in which the insured property was located at the time of loss."* (at 6)

> *"Therefore, Centauri's Motion shall be granted because the SFIP claims are untimely."* (at 8)

FACTUAL BACKGROUND

Hurricane Ida damaged Plaintiffs' Louisiana property on August 29, 2021. Plaintiffs held homeowners and flood insurance and submitted claims to both insurers; Centauri issued a partial denial letter dated April 7, 2022, concerning policy number 0000047091. Plaintiffs ultimately asserted breach-of-contract and arbitrary-and-capricious claims, along with requests for statutory damages, attorney's fees, costs, and interest. They did not bring the action in federal court until Centauri removed it on July 15, 2025.

PROCEDURAL HISTORY

Plaintiffs filed the original petition in the Twenty-First Judicial District Court for Livingston Parish on August 25, 2023, naming LIGA and NFIP. On May 21, 2025, Plaintiffs filed an amended and superseding petition replacing NFIP with Centauri. Centauri removed the action on July 15, 2025, and later moved for judgment on the pleadings. The district court granted the motion, dismissed Plaintiffs' claims against Centauri with prejudice, and denied leave to amend as futile and unduly delayed.

DISPOSITION

dismissed

CASES CITED

- Doe v. MySpace, Inc., 528 F.3d 413, 418 (5th Cir. 2008)
- Guidry v. American Pub. Life Ins. Co., 512 F.3d 177, 180 (5th Cir. 2007)
- In re Katrina Canal Breaches Litig., 495 F.3d 191, 205 (5th Cir. 2007)
- Taha v. William Marsh Rice Univ., No. 11-2060, 2012 WL 1576099, at *2 (S.D. Tex. May 3, 2012)
- Southland Sec. Corp. v. Inspire Ins. Sols., Inc., 365 F.3d 353, 361 (5th Cir. 2004)
- Collins v. Morgan Stanley Dean Witter, 224 F.3d 496, 498 (5th Cir. 2000)
- Tuchman v. DSC Comme'ns Corp., 14 F.3d 1061, 1067 (5th Cir. 1994)
- Garza v. Escobar, 972 F.3d 721, 727 (5th Cir. 2020)
- Great Plains Trust Co. v. Morgan Stanley Dean Witter & Co., 313 F.3d 305, 312 (5th Cir. 2002)
- Great Lakes Ins., S.E. v. Gray Grp. Invs., LLC, 550 F. Supp. 3d 364, 370 (E.D. La. 2021)
- Allen v. Hays, 812 F. App'x 185, 189 (5th Cir. 2020)
- Castleberry v. American Strategic Ins. Corp., No. 17-1138, 2021 WL 3699847, at *2 (M.D. La. Aug. 19, 2021)
- Bateman v. American Bankers Ins. Co. of Fla., No. 23-6338, 2024 WL 894790, at *2 (E.D. La. Mar. 1, 2024)
- Cohen v. Allstate Ins. Co., 924 F.3d 776, 778, 780 (5th Cir. 2019)
- Campo v. Allstate Ins. Co., 562 F.3d 751, 754 (5th Cir. 2009)

- Gowland v. Aetna, 143 F.3d 951, 953 (5th Cir. 1998)
- Gallup v. Omaha Prop. & Cas. Ins. Co., 434 F.3d 341, 342 (5th Cir. 2005)
- Heckler v. Community Health Servs. of Crawford County, Inc., 467 U.S. 51, 63 (1984)
- Ekhlassi v. National Lloyds Ins. Co., 926 F.3d 130, 135, 139 (5th Cir. 2019)
- Verret v. SafeCo Ins. Co. of Am., No. 23-2292, 2023 WL 5608018, at *4 (E.D. La. Aug. 30, 2023)
- Armstrong v. Wright Nat'l Flood Ins. Co., No. 1:17cv175, 2018 WL 9618065, at *2 (S.D. Miss. Mar. 5, 2018)
- Wagner v. American Bankers Ins. Co. of Fla., No. 23-4826, 2024 WL 2387925, at *4 (E.D. La. May 23, 2024)
- Sharpe v. American Nat'l Prop. & Cas. Co., No. 13-161, 2013 WL 6096413, at *2 (E.D. La. Nov. 20, 2013)
- Martinez v. Nueces County, Tex., 71 F.4th 385, 391 (5th Cir. 2023)