

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
LOUISIANA

**Felps v. A Ambassador Limousine & Transportation Services, Inc.,
consolidated with McKeel v. Soteria Transportation Group**

Felps · No. 3:25-cv-00139-JWD-RLB; consolidated with 3:25-cv-00223-JWD-RLB · Decided May 26, 2026

SUMMARY

The court grants Greyhound Lines, Inc.’s unopposed motion for summary judgment in a consolidated motor-vehicle-accident action. The court holds that the undisputed facts show Greyhound had no employment, contractual, ownership, or operational relationship with the driver or bus and therefore owed the plaintiff no applicable duty of care; the plaintiff’s claims against Greyhound are dismissed with prejudice.

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	3:25-cv-00139-JWD-RLB; consolidated with 3:25-cv-00223-JWD-RLB
DISPOSITION	other
PROCEDURAL POSTURE	Defendant Greyhound Lines, Inc. moved for summary judgment on Plaintiff Lisa McKeel's negligence-related claims. The motion was unopposed, and the court granted it, dismissing McKeel's claims against Greyhound with prejudice.
STANDARD OF REVIEW	Summary judgment is appropriate if the movant shows that there is no genuine dispute as to any material fact and that it is entitled to judgment as a matter of law. An unopposed motion cannot be granted solely because it is unopposed, but may be granted when the undisputed facts establish the movant's entitlement to judgment as a matter of law.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

summary judgment

vicarious liability

negligent hiring

negligent supervision

civil procedure

PRACTICE AREAS

civil procedure

negligence

vicarious liability

summary judgment

QUESTIONS PRESENTED

1. Whether Greyhound was entitled to summary judgment on McKeel's vicarious-liability claim when it did not employ Moore or exercise control over her.
2. Whether Greyhound was entitled to summary judgment on McKeel's negligent hiring, training, and supervision claims when Greyhound owed her no duty of care under the undisputed facts.
3. Whether Greyhound was entitled to summary judgment on McKeel's negligent-entrustment claim when it did not own, possess, control, or entrust the bus or equipment involved in the accident.
4. Whether an unopposed summary-judgment motion may be granted when the undisputed facts establish the movant's entitlement to judgment as a matter of law.

HOLDINGS

1. Greyhound was entitled to summary judgment because the undisputed facts established that Moore was not Greyhound's employee and Greyhound did not exercise the requisite control over her conduct.
2. Greyhound was entitled to summary judgment on the negligent hiring, training, and supervision claims because the undisputed facts showed that Greyhound did not employ Moore or exercise the requisite control over her conduct and therefore owed McKeel no duty of care in the circumstances presented.
3. Greyhound was entitled to summary judgment on the negligent-entrustment claim because it did not own, possess, or control the bus and did not entrust any vehicle or equipment to Moore.
4. The court could grant Greyhound's unopposed summary-judgment motion because the undisputed facts, rather than the absence of opposition alone, showed that Greyhound was entitled to judgment as a matter of law.

KEY QUOTATIONS

“A motion for summary judgment cannot be granted simply because there is no opposition” (at 4)

“However, a court may grant an unopposed summary judgment motion if the undisputed facts show that the movant is entitled to judgment as a matter of law.” (at 4)

“In short, there is no dispute that “Greyhound had no connection to the accident,” and so Plaintiff cannot establish that, here, Greyhound owed her a duty of care.” (at 5)

FACTUAL BACKGROUND

McKeel was allegedly injured while riding as a passenger on a coach bus owned and operated by A Ambassador Limousine & Transportation, Inc. and driven by its employee, Tekema Moore. Greyhound had no contractual or other relationship with Moore, did not employ or train her, and did not exercise operational control over her

conduct. Greyhound also did not own, possess, or have custody of the bus, did not operate the route, had no contractual relationship with A Ambassador, and did not receive McKeel's ticket purchase, which was made through FlixBus.

PROCEDURAL HISTORY

McKeel filed suit in Louisiana state court on January 24, 2025, seeking damages for injuries allegedly sustained in a January 24, 2024, motor vehicle accident. She amended her petition to add Greyhound as a defendant, after which Greyhound removed the case to the Middle District of Louisiana under 28 U.S.C. § 1332. Greyhound moved for summary judgment under Federal Rule of Civil Procedure 56; McKeel did not oppose the motion or request additional time. The court granted summary judgment and dismissed McKeel's claims against Greyhound with prejudice.

DISPOSITION

other

CASES CITED

- Pioneer Expl., L.L.C. v. Steadfast Ins. Co., 767 F.3d 503, 511 (5th Cir. 2014)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Wease v. Ocwen Loan Servicing, L.L.C., 915 F.3d 987, 997 (5th Cir. 2019)
- Stahl v. Novartis Pharm. Corp., 283 F.3d 254, 263 (5th Cir. 2002)
- Day v. Wells Fargo Bank Nat'l Ass'n, 768 F.3d 435, 435 (5th Cir. 2014) (per curiam)
- Hibernia Nat'l Bank v. Administracion Cent. Sociedad Anonima, 776 F.2d 1277, 1279 (5th Cir. 1985)
- Bryan v. Cano, No. 22-50035, 2022 WL 16756388, at *4 (5th Cir. Nov. 8, 2022) (per curiam)