

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
LOUISIANA

Jones Company v. Signature Flight Support, LLC, et al.

Jones Co. · No. No. 25-1645 · Decided April 7, 2026

SUMMARY

The United States District Court for the Eastern District of Louisiana addresses defendant Phillip Everett’s Rule 12(b)(6) motion to dismiss a gross-negligence claim and the Jones Company’s motion for partial summary judgment concerning an exculpatory clause in an aircraft landing card. The court denies Everett’s motion to dismiss, holding that Louisiana law permits the gross-negligence claim under Louisiana Civil Code Articles 2315 and 2004. The court also rules that the landing card is not a contract of adhesion, that the exculpatory clause is unenforceable to the extent it shields defendants from gross-negligence liability, and that the clause does not apply to Everett as a Signature affiliate.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	April 7, 2026
DOCKET	No. 25-1645
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for partial summary judgment under Federal Rule of Civil Procedure 56 concerning the enforceability and scope of an exculpatory clause. Defendant Phillip Everett moved under Rule 12(b) (6) to dismiss the gross-negligence claim.
STANDARD OF REVIEW	For Rule 12(b)(6), the court accepted well-pleaded allegations as true, viewed the complaint in the plaintiff's favor, and required factual matter sufficient to state a facially plausible claim. For summary judgment, the court determined whether a genuine dispute of material fact existed and whether the movant was entitled to judgment as a matter of law, viewing disputed evidence and reasonable inferences in favor of the nonmovant.
PRECEDENTIAL VALUE	unpublished federal district court order; persuasive rather than generally binding outside the case
PARTIES	Jones Company v. Signature Flight Support, LLC, Phillip Everett

TOPICS

motions to dismiss summary judgment contracts torts damages

PRACTICE AREAS

civil procedure commercial litigation contracts torts remedies

QUESTIONS PRESENTED

1. Whether Louisiana law recognizes a gross-negligence claim under Louisiana Civil Code article 2315 and whether Jones Company adequately pleaded such a claim.
2. Whether the landing card was a contract of adhesion and therefore unenforceable.
3. Whether the landing-card exculpatory clause violated Louisiana Civil Code article 2004 by prospectively limiting liability for gross negligence.
4. Whether the exculpatory clause was unenforceable in its entirety or only insofar as it purported to limit liability for gross negligence.
5. Whether Phillip Everett was an affiliate of Signature within the meaning of the landing card.

HOLDINGS

1. Jones Company adequately pleaded a gross-negligence claim, and Louisiana law does not require a separate statutory cause of action expressly labeled gross negligence for article 2004 to apply. The Rule 12(b)(6) motion to dismiss count two was denied.
2. Jones Company did not establish as a matter of law that the landing card was a contract of adhesion. The summary-judgment motion was denied on this issue.
3. Term (4) was unenforceable and void to the extent Signature or Everett sought to apply it to claims alleging gross negligence. The clause's language prospectively limited liability for gross negligence and therefore offended article 2004.
4. Jones Company did not establish that Term (4) was unenforceable in its entirety. The court limited its ruling to applications of Term (4) involving claims alleging gross negligence.
5. Everett was not an affiliate of Signature within the meaning of the landing card, and no genuine dispute of material fact existed on that issue.

KEY QUOTATIONS

“Mere negligence is the threshold for finding a party liable for “fault” pursuant to an Article 2315 claim, see Moses, 70 So. 2d. at 206, and acts as “a floor, not a ceiling,” cf. Petrobras Am. Inc., 780 F. App’x at 102.” (II.b)

“Accordingly, the term affiliate as it is used in the landing card unambiguously does not refer to Signature employees.” (II.c.iii)

FACTUAL BACKGROUND

Jones Company's aircraft was damaged while Phillip Everett, then a Signature employee, towed it at New Orleans Lakefront Airport. The aircraft's wing struck an in-ground fire hydrant, and Jones Company alleged that Everett continued towing and concealed or failed to report the damage. Jones Company's pilot had signed a Signature landing card containing an exculpatory clause limiting liability for indirect, incidental, consequential, special, or exemplary damages. The aircraft required a temporary repair costing approximately \$250,000, while permanent repairs were estimated to cost approximately \$2,963,101.48.

PROCEDURAL HISTORY

Jones Company filed a diversity action against Signature Flight Support, LLC, and later amended its complaint to add Phillip Everett. The amended complaint asserted negligence and gross negligence claims against Everett and vicarious-liability claims against Signature. Everett moved to dismiss the gross-negligence claim, and Jones Company moved for partial summary judgment on whether the landing-card exculpatory clause was adhesive, whether it violated Louisiana Civil Code article 2004, and whether it applied to Everett. The court denied Everett's motion, granted in part and denied in part Jones Company's motion, and left causation and the existence of gross negligence for the jury.

DISPOSITION

other

CASES CITED

- Jack v. Evonik Corp., 79 F.4th 547, 555 (5th Cir. 2023)
- Keiland Constr., L.L.C. v. Weeks Marine, Inc., 109 F.4th 406, 418 (5th Cir. 2024)
- Meador v. Apple, Inc., 911 F.3d 260, 264 (5th Cir. 2018)
- Primrose Operating Co. v. Nat'l Am. Ins. Co., 382 F.3d 546, 565 (5th Cir. 2004)
- Smith v. XTO Offshore, Inc., No. 11-01487, 2012 WL 1247224 (E.D. La. Apr. 12, 2012)
- Petrobras Am. Inc. v. Vicinay Cadenas, S.A., 780 F. App'x 96, 100-102 (5th Cir. 2019)
- Harvey Gulf Int'l Marine, LLC v. Hydradyne, LLC, No. 24-592, 2024 WL 4512419 (E.D. La. Oct. 17, 2024)
- Sevarg Co. v. Energy Drilling Co., 591 So. 2d 1278, 1281 (La. App. 3d Cir. 1991)
- Wadick v. Gen. Heating & Air Conditioning, LLC, 145 So. 3d 586, 596-99 (La. App. 4th Cir. 2014)
- Moses v. Butts, 70 So. 2d 203, 206 (La. App. 1st Cir. 1954)
- Aguillard v. Auction Mgmt. Corp., 908 So. 2d 1, 8-10, 16-17 (La. 2005)
- Georgetown Home Owners Ass'n, 2021 WL 359735, at *12-13
- Geovera Specialty Ins. Co. v. Odoms, No. 19-30971, 2020 WL 6532087, at *4 (5th Cir. Nov. 5, 2020)
- Occidental Chem. Corp. v. Elliott Turbomachinery Co., 84 F.3d 172, 173 & n.4 (5th Cir. 1996)
- Ostrowiecki v. Aggressor Fleet, Ltd., No. 07-6598, 2008 WL 3874609, at *11-14 (E.D. La. Aug. 15, 2008)
- SWAT 24 Shreveport Bossier, Inc. v. Bond, 808 So. 2d 294, 309 (La. 2001)
- Precht v. Columbia Gulf Transmission, LLC, No. 18-0853, 2019 WL 3368600 (W.D. La. July 24, 2019)
- Alonso v. Westcoast Corp., 920 F.3d 878, 885 (5th Cir. 2019)

- Lewis v. Hamilton, 652 So. 2d 1327, 1330 (La. 1995)
- Guidry v. Am. Pub. Life Ins. Co., 512 F.3d 177, 181 (5th Cir. 2008)
- Tex. E. Transmission Corp. v. Amerada Hess Corp., 145 F.3d 737, 741 (5th Cir. 1998)
- Lloyds of London v. Transcon. Gas Pipe Line Corp., 101 F.3d 425, 429 (5th Cir. 1996)
- Amoco Prod. Co. v. Tex. Meridian Res. Exploration Inc., 180 F.3d 664, 668 (5th Cir. 1999)

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