UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA, MACON DIVISION

Owners Insurance Company v. Erica Williams, as Administrator of the Estate of Cameron Williams, deceased, and C. Burton Holdings, LLC

Owners Insurance · No. 5:25-cv-00007-TES · Decided January 15, 2026

SUMMARY

The United States District Court for the Middle District of Georgia grants Owners Insurance Company summary judgment in a declaratory-judgment action concerning its duty to defend or indemnify C. Burton Holdings, LLC. The court holds that the policy's notice provision is a condition precedent to coverage under applicable Georgia law and concludes that Burton's failure to timely notify Owners of a drive-by shooting was unjustified and unreasonable as a matter of law.

CASE DETAILS

COURT	United States District Court for the Middle District of Georgia, Macon Division
WRITING FOR THE COURT	Tilman E. Self, III
JURISDICTION	United States District Court for the Middle District of Georgia, Macon Division
DECIDED	January 15, 2026
DOCKET	5:25-cv-00007-TES
DISPOSITION	other
PROCEDURAL POSTURE	Declaratory-judgment action in which Owners Insurance Company sought summary judgment declaring that it had no duty to defend or indemnify C. Burton Holdings, LLC, in an underlying state-court negligence action arising from a fatal drive-by shooting.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court must view the evidence and draw justifiable inferences in favor of the nonmovant and may not make credibility determinations or weigh evidence.
PRECEDENTIAL VALUE	unpublished district court order; persuasive only

TOPICS

declaratory relief insurance · duty to defend · duty to indemnify · summary judgment · insurance coverage

PRACTICE AREAS

insurance · insurance coverage · civil procedure · commercial litigation

QUESTIONS PRESENTED

1. Whether the policy's requirement that Burton notify Owners of an occurrence or claim 'as soon as practicable' was a condition precedent to coverage.
2. Whether the drive-by shooting constituted an 'occurrence' under the commercial general liability policy.
3. Whether Burton's 389-day delay in notifying Owners was justified or reasonable as a matter of law.
4. Whether Owners therefore had a duty to defend or indemnify Burton in the underlying lawsuit.

HOLDINGS

1. Under the Eleventh Circuit's interpretation of Georgia law, the policy language requiring the insured to 'see to it' that the insurer is notified 'as soon as practicable' clearly expresses an intent to make timely notice a condition precedent to coverage.
2. The fatal drive-by shooting was an occurrence, or an offense that might result in a claim, within the meaning of the policy and therefore triggered Burton's notice obligation.
3. Burton's 389-day delay in notifying Owners was unjustified and unreasonable as a matter of law.
4. Because Burton breached the policy's condition precedent by unreasonably failing to provide timely notice, Owners had no duty to defend or indemnify Burton in the underlying lawsuit or for any claim or judgment arising from it.

KEY QUOTATIONS

> *"Since the length of delay in this case—one year and 23 days—is unreasonable as a matter of law, the undisputed facts show that Burton breached a condition precedent to coverage by failing to provide notice "as soon as practicable.""* (Discussion, Part B)

> *"For the reasons discussed above, the Court GRANTS Owners' Motion for Summary Judgment [Doc. 22], and it DECLARES that Owners has no duty to defend or indemnify Burton in the underlying lawsuit or any claim or judgment arising therefrom."* (Conclusion)

FACTUAL BACKGROUND

Cameron Williams was killed on September 30, 2023, when occupants of a vehicle conducted a drive-by shooting at or near Burton's 24-hour self-service car wash in Macon, Georgia. Williams's estate later sued Burton in state court under negligence-based theories, including negligent security, nuisance, gang-related-violence liability, and premises liability. Burton knew of the shooting on the day it occurred but did not notify Owners until October 23, 2024, 389 days later and four days after service of the underlying lawsuit. Burton stated that it believed it could not be liable because the shooting occurred on a public roadway and there was no known history of substantially similar criminal activity.

PROCEDURAL HISTORY

Erica Williams, as administrator of Cameron Williams's estate, sued Burton in the State Court of Bibb County, Georgia, after Cameron was killed in a drive-by shooting at or near Burton's car wash. Burton learned of the shooting on the date it occurred but did not notify Owners until 389 days later, four days after Burton was served with the underlying lawsuit. Owners filed this federal declaratory-judgment action and moved for summary judgment. The district court granted the motion, declared that Owners had no duty to defend or indemnify Burton, directed entry of judgment, and closed the case.

DISPOSITION

other

CASES CITED

- Information Systems & Networks Corp. v. City of Atlanta, 281 F.3d 1220 (11th Cir. 2002)
- United States v. Four Parcels of Real Property, 941 F.2d 1428 (11th Cir. 1991)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986)
- Celotex Corp. v. Catrett, 477 U.S. 317 (1986)
- Sconiers v. Lockhart, 946 F.3d 1256 (11th Cir. 2020)
- National Casualty Co. v. Georgia School Boards Association-Risk Management Fund, 818 S.E.2d 250 (Ga. 2018)
- State Farm Mutual Automobile Insurance Co. v. Staton, 685 S.E.2d 263 (Ga. 2009)
- Progressive Mountain Insurance Co. v. Bishop, 790 S.E.2d 91 (Ga. Ct. App. 2016)
- Harp v. Fireman's Fund Insurance Co., 61 S.E. 704 (Ga. 1908)
- Plantation Pipeline Co. v. Stonewall Insurance Co., 780 S.E.2d 501 (Ga. Ct. App. 2015)
- Resource Life Insurance Co. v. Buckner, 698 S.E.2d 19 (Ga. Ct. App. 2010)
- Canal Insurance Co. v. Savannah Bank & Trust Co., 352 S.E.2d 835 (Ga. Ct. App. 1987)
- Parris v. Great Central Insurance Co., 251 S.E.2d 109 (Ga. Ct. App. 1978)
- Progressive Mutual Insurance Co. v. Burrell Motors, Inc., 143 S.E.2d 757 (Ga. Ct. App. 1965)
- State Farm Fire & Casualty Co. v. LeBlanc, 494 F. App'x 17 (11th Cir. 2012)
- Mt. Hawley Insurance Co. v. East Perimeter Pointe Apartments, 861 F. App'x 270 (11th Cir. 2021)
- Forshee v. Employers Mutual Casualty Co., 711 S.E.2d 28 (Ga. Ct. App. 2011)
- State Farm Fire & Casualty Co. v. Walnut Avenue Partners, LLC, 675 S.E.2d 534 (Ga. Ct. App. 2009)
- Owners Insurance Co. v. Hawkins, No. 1:22-CV-01265-JPB, 2023 WL 5733838 (N.D. Ga. Sept. 1, 2023)
- Owners Insurance Co. v. Jones, No. 5:23-cv-92, 2025 WL 1839951 (S.D. Ga. July 3, 2025)
- Richmond v. Georgia Farm Bureau Mutual Insurance Co., 231 S.E.2d 245 (Ga. Ct. App. 1976)
- Bituminous Casualty Corp. v. J. B. Forrest, 20 S.E.2d 6 (Ga. Ct. App. 1942)

- Diggs v. Southern Insurance Co., 321 S.E.2d 792 (Ga. Ct. App. 1984)
- Brock v. Guarantee National Insurance Co., 474 S.E.2d 46 (Ga. Ct. App. 1996)
- Southern Guaranty Insurance Co. v. Miller, 358 S.E.2d 611 (Ga. Ct. App. 1987)