Fifth Circuit Court of Appeal
State of Louisiana

No. 26-C-405

LOUIS B. MERHIGE

versus

PACIFIC LIFE INSURANCE COMPANY, ET AL

IN RE LOUIS B. MERHIGE
APPLYING FOR SUPERVISORY WRIT FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT, PARISH OF JEFFERSON, STATE OF LOUISIANA, DIRECTED TO THE HONORABLE DONALD L. FORET, DIVISION "H", NUMBER 855-487

TRUE COPY
MORGAN NAQUIN
DEPUTY CLERK

November 24, 2026

Panel composed of Judges Marc E. Johnson,
John J. Molaison, Jr., and Timothy S. Marcel

WRIT DENIED

Relator/Plaintiff, Louis B. Merhige, seeks review of the trial court's July 16, 2026 judgment that granted partial summary judgment in favor of Respondents/Defendants, CMS National Services, Inc and Succession Capital Insurance Services, LLC ("Succession Defendants") and James Barnett and Barnett and Associates ("Barnett Defendants"). Among their arguments, Respondents' motions for summary judgment contended that Mr. Merhige's allegations of fraud in his first amending petition did not state a cause of action and those allegations were prescribed. The judgment granted Respondents' motions in part by dismissing all but one of Mr. Merhige's causes of action with prejudice (including but not limited to fraud and/or conspiracy to commit fraud), and denied the motions in

relation to Mr. Merhige's remaining negligence claim with respect to the 2023 Pacific Life Insurance Company's "wash" loan.

In the instant application, Mr. Merhige alleges: 1) the trial court erred in finding no genuine issue of material fact concerning fraudulent intent, despite evidence from which a factfinder could infer that Respondents knew the financing structure presented to him was materially different from the structure accepted by the insurance company and actually guaranteed by the lender; 2) the trial court erred by resolving competing explanations for the dual illustrations, the application response, the underwriting requirements, and Respondents' subsequent conduct; 3) the trial court effectively required him to prove fraudulent intent at summary judgment, rather than produce factual support sufficient to permit a reasonable factfinder to infer intent; and 4) the trial court erred in treating prescription as an alternative basis for dismissal of his claims. While Mr. Merhige has set forth multiple allegations of error, we will address his fourth assignment to resolve this matter.

Prescription

Mr. Merhige alleges that the trial court erred in granting summary judgment in favor of Respondents on the basis that his fraud claims were prescribed. He argues that the court did not independently determine that a particular fact known to him on a particular date necessarily placed him on constructive notice of the concealed fraud theory. Mr. Merhige contends that prescription does not provide an independent basis to affirm dismissal of his fraud claims.

In *Merhige v. Pacific Life Insurance Company*, 26-45 and 26-77 (La. App. 5 Cir. 4/28/26), 435 So.3d 787, *writ denied*, 26-689 (La. 10/13/26), --- So.3d ---, 2026 WL 3059225, the *en banc* panel of this Court thoroughly reviewed Mr. Merhige's fraud claims set forth in his first amended petition through consideration of whether the trial court properly sustained or overruled exceptions of no cause of action,

peremption, and prescription filed by the Barnett Defendants and Pacific Life Insurance Company. We determined that a review of the "new" allegations in the first amended petition indicated that the majority of the allegations arose from actions that occurred more than one year prior to June 24, 2024—the date the original petition was filed—and more than one year prior to July 2, 2025—the date the trial court allowed the filing of the amended petition. *Id*. at 800. While finding that Mr. Merhige's first amended petition sufficiently stated a cause of action for fraud and those claims were not subject to peremption, this Court also found that, with exception of the wash loan, Mr. Merhige's fraud claims were prescribed. *Id*. at 802-03. We noted that in *Merhige v. Pacific Life Insurance Company*, 24-524 (La. App. 5 Cir. 7/16/25), 420 So.3d 204, it was implicitly found that Mr. Merhige should have known of the claims asserted in the original petition more than one year before it was filed; and the claims of fraud arising from those same actions, which all occurred at or around the time the policy was issued in 2014, were also prescribed. *Id*. at 803. We held that the trial court was manifestly erroneous in finding that Mr. Merhige did not discover the alleged fraud until September 2024. *Id*. at 805. Our decision is now the law of the case in this matter.

For our review, in regard to the Barnett Defendants, we will apply the doctrine of law of the case to this matter.[1] With the exception of claim concerning the wash loan, we again find that Mr. Merhige's fraud claims against the Barnett Defendants are prescribed. In reference to the Succession Defendants, Mr. Merhige's allegations against the Succession Defendants, the Barnett Defendants and Pacific Life Insurance Company in his first amended petition are interrelated to the allegations

[1] The purpose for application of the law of the case principle is the avoidance of indefinite relitigation of the same issue; the desirability of consistency of the result in the same litigation; and the efficiency and essential fairness to both sides, of affording a single opportunity for the argument and decision of the matter at issue. *Nevill v. Redmann*, 22-175 (La. App. 5 Cir. 12/31/22), 356 So.3d 568, 578, *writ denied*, 23-126 (La. 4/4/23), 358 So.3d 861. For this reason, the law of the case doctrine precludes reconsideration of issues that were previously fully litigated. *Id*.

and arise from the same alleged actions.[2] Like the claims against the Barnett Defendants, we find that summary judgment evidence presented shows that Mr. Merhige's fraud claims against the Succession Defendants are also prescribed (with the exception of the wash loan), as they arose at or around the time the policy was issued in 2014. Therefore, we find that the trial court did not err in granting summary judgment in favor of Respondents.

Accordingly, the writ application is denied.

Gretna, Louisiana, this 24th day of November, 2026.

MEJ
JJM
TSM

[2] *See*, *Merhige*, 435 So.3d at 800-05, for the discussion of the interrelated allegations against the Succession Defendants, the Barnett Defendants, and Pacific Life Insurance Company.

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISON, JR.
SCOTT U. SCHLEGEL
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NOTICE OF DISPOSITION CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE DISPOSITION IN THE FOREGOING MATTER HAS BEEN TRANSMITTED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 4-6** THIS DAY **11/24/2026** TO THE TRIAL JUDGE, THE TRIAL COURT CLERK OF COURT, AND AT LEAST ONE OF THE COUNSEL OF RECORD FOR EACH PARTY, AND TO EACH PARTY NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

Curtis B. Pursell

CURTIS B. PURSELL
CLERK OF COURT

26-C-405

E-NOTIFIED

24th Judicial District Court (Clerk)
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Joseph L. McReynolds (Respondent)
Nicholas A. Hart (Relator)
Paul J. Politz (Relator)
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