

**Fifth Circuit Court of Appeal
State of Louisiana**

No. 26-C-14

BONNIE STOCKTON AND MADISON STOCKTON

versus

FIRST CHICAGO INSURANCE COMPANY, ET AL

IN RE FIRST CHICAGO INSURANCE COMPANY
APPLYING FOR SUPERVISORY WRIT FROM THE TWENTY-FOURTH JUDICIAL DISTRICT
COURT, PARISH OF JEFFERSON, STATE OF LOUISIANA, DIRECTED TO THE HONORABLE
SHAYNA BEEVERS MORVANT, DIVISION "M", No. 848-572 C/W 848-341

TRUE COPY

May 04, 2026



LINDA TRAN
DEPUTY CLERK

Panel composed of Judges Susan M. Chehardy,
Jude G. Gravois, and Stephen J. Windhorst

WRIT DENIED

Relator/defendant, First Chicago Insurance Company (“FCIC”), seeks this Court’s supervisory review of the trial court’s December 10, 2025 ruling which denied FCIC’s motion for partial summary judgment on the issue of bad faith penalties. For the following reasons, we deny this writ application.

FACTS AND PROCEDURAL BACKGROUND

This matter arises out of an automobile accident that occurred on November 20, 2022. Respondents/plaintiffs, Bonnie Stockton and Madison Stockton, were guest passengers in a 2023 GMC Yukon XL SUV driven by Clarence Simmons, Jr., when the vehicle collided with another vehicle. The Stocktons filed a petition for damages naming numerous defendants, including Mr. Simmons and his insurer, FCIC, and alleging that the FCIC policy included liability and

uninsured/underinsured motorist (“UM”) coverage. The Stocktons filed a supplemental and amending petition for damages claiming FCIC is liable for bad faith penalties and misrepresenting the policy provisions, pursuant to La. R.S. 22:1973 and La. R.S. 22:1892.

Thereafter, FCIC filed a motion for partial summary judgment, arguing that because it did not provide UM coverage at the time of the accident, the Stocktons cannot recover bad faith penalties. In the alternative, FCIC argued that the alleged misrepresentations by FCIC—a settlement offer that is not admissible evidence and a declarations page sent to the Stocktons for coverage on a different vehicle—do not rise to a level of bad faith. Finally, FCIC sought a declaration that the Stocktons’ damages are capped at \$5,000.00 pursuant to La. R.S. 22:1892.

In opposition, the Stocktons asserted that they proceeded with their claims after relying on a letter from FCIC dated January 13, 2023 that attached a declarations page showing \$250,000.00 in UM coverage. The Stocktons sent a demand to FCIC, which included the Stocktons’ medical records, and subsequently, FCIC made a settlement offer of \$21,500.00 for Madison Stockton’s claims. The Stocktons argued that it was not until suit was filed that FCIC challenged Mr. Simmons’ UM coverage. Finally, the Stocktons asserted that FCIC recently reached a UM settlement with Mr. Simmons. They contended that whether FCIC knowingly misrepresented coverage or acted in reckless disregard for the truth is a genuine issue of material fact that remains, precluding summary judgment at this time.

Following a hearing on December 10, 2025, the trial court denied FCIC’s motion for partial summary judgment.

ANALYSIS

Appellate courts review the granting of a summary judgment *de novo*, using the same criteria governing the trial court’s consideration of whether summary judgment is appropriate. *Varrechio v. Lemoine Co., L.L.C.*, 23-603 (La. App. 5 Cir. 1/31/24), 381 So.3d 210, 214; *Kliebert v. Breaud*, 13-655 (La. App. 5 Cir. 1/31/14), 134 So.3d 23, 27. After an opportunity for adequate discovery, a motion for summary judgment shall be granted if the motion, memorandum, and supporting documents show that there is no genuine issue as to material fact and that the mover is entitled to judgment as a matter of law. La. C.C.P. art.

966(A)(3). A genuine issue of material fact is one as to which reasonable persons could disagree; if reasonable persons could reach only one conclusion, there is no need for trial on that issue and summary judgment is appropriate. *D'Angelo v. Par. of Jefferson*, 25-192 (La. App. 5 Cir. 6/4/25), 414 So.3d 1227, 1230, *writ denied*, 25-1096 (La. 11/12/25), 420 So.3d 713.

The burden of proof rests with the mover. La. C.C.P. art. 966(D)(1). Nevertheless, if the mover will not bear the burden of proof at trial on the issue that is before the court on the motion for summary judgment, the mover's burden on the motion does not require him to negate all essential elements of the adverse party's claim, action, or defense, but rather to point out to the court the absence of factual support for one or more elements essential to the adverse party's claim, action, or defense. *Id.* The burden is on the adverse party to produce factual support sufficient to establish the existence of a genuine issue of material fact or that the mover is not entitled to judgment as a matter of law. *Id.*

Louisiana law provides for the imposition of penalties against insurance companies who act in bad faith under two statutes, La. R.S. 22:1892 and the former La. R.S. 22:1973.¹ Pursuant to La. R.S. 22:1973(B)(1), an insurer can be found liable for "misrepresenting pertinent facts or insurance policy provisions relating to any coverages at issue." A misrepresentation can occur when an insurer either makes untrue statements to an insured concerning pertinent policy provisions or fails to divulge pertinent facts to the insured." *Transamerica Life Ins. Co. v. Fuselier*, 23-138 (La. App. 5 Cir. 11/29/23), 378 So.3d 145, 156, *writ denied*, 24-88 (La. 3/12/24), 381 So.3d 47.

In a related writ application filed in this Court, 26-C-11, FCIC sought supervisory review of the trial court's denial of its motion for partial summary judgment on the UM coverage issue. Upon *de novo* review, this Court concluded that genuine issues of material fact remain regarding the validity of Mr. Simmons' electronic signature/initials on the UM rejection form that precluded summary judgment on the UM coverage issue at this time. Considering this ruling and that the bad faith penalty claims that are the subject of this motion for partial summary judgment are closely intertwined with the UM coverage issue, we conclude that

¹ In 2024, La. R.S. 22:1973 was repealed by Acts 2024, No .3, § 2, effective July 1, 2024.

the trial court did not err in denying FCIC's motion for partial summary judgment on the bad faith penalties issue at this time.

CONCLUSION AND DECREE

For the foregoing reasons, upon *de novo* review, this writ application is denied.

Gretna, Louisiana, this 4th day of May, 2026.

**JGG
SMC
SJW**

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 **05/04/2026** 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
CLERK OF COURT

26-C-14

E-NOTIFIED

24th Judicial District Court (Clerk)

Honorable Shayna Beevers Morvant (DISTRICT JUDGE)

P. M. Donovan (Respondent)

R. Todd Musgrave (Relator)

Amanda H. Aucoin (Relator)

Michael E. Hill (Respondent)

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