Fifth Circuit Court of Appeal
State of Louisiana

No. 26-C-524

THOAI NGUYEN, ET AL.

versus

JEFFERSON PARISH, ET AL.

IN RE THOAI NGUYEN AND VLADIMIR THOMAS
APPLYING FOR SUPERVISORY WRIT FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT, PARISH OF JEFFERSON, STATE OF LOUISIANA, DIRECTED TO THE HONORABLE STEPHEN D. ENRIGHT, JR., DIVISION "N", No. 846-996

TRUE COPY
LINDA TRAN
DEPUTY CLERK

November 10, 2026

Panel composed of Judges Marc E. Johnson,
John J. Molaison, Jr., and Scott U. Schlegel

WRIT DENIED

The plaintiffs/relators, Thoai Nguyen and Vladimir Thomas,[1] seek review of the September 25, 2026 judgment of the trial court that denied their motion to compel against Champlain Specialty Insurance Company (Champlain). We deny this writ application for the following reasons.

In their original and amended petitions, the plaintiffs filed suit against numerous individuals and entities stemming from work performed on their property for damage caused by Hurricane Ida on August 29, 2021. In their original petition, the plaintiffs filed suit against the contractor they hired to repair the property, SES Enterprises, L.L.C. (SES). On January 26, 2024, the plaintiffs filed

[1] Vladimir Thomas is the attorney representing himself and Thoai Nguyen.

an amended petition alleging various bad faith claims against Champlain, the general liability insurer of the contractor, SES. In their fourth amended petition, filed on June 23, 2025, the plaintiffs made additional allegations against Champlain for failing to properly handle settlement negotiations, acting in bad faith, and failing to investigate the claim.

The plaintiffs propounded discovery on Champlain in April 2024. Champlain responded and engaged in discussions with the plaintiffs' counsel. On June 6, 2025, the plaintiffs filed a motion to compel concerning Champlain's discovery responses, seeking a certified copy of the insurance policy, the complete claim file, and the adjuster's report. On June 24, 2025, Champlain filed an opposition, contending that the plaintiffs did not have a bad faith claim against it and that their request for Champlain's claim file and adjuster's report was therefore irrelevant and not discoverable. On July 7, 2025, the trial court denied the plaintiffs' motion to compel.

Also on June 6, 2025, the plaintiffs also propounded additional discovery on Champlain. The additional requests sought identification of claim personnel, dates and recordings of investigations, materials considered, internal guidance consulted, and correspondence concerning coverage and denial. On June 30, 2025, Champlain responded to the requests that were not related to the plaintiffs' bad faith claims but declined to respond to those related to the bad faith claims. Nearly one year later, on June 1, 2026, the plaintiffs filed a motion to compel challenging Champlain's June 30, 2025 responses to their additional discovery. In opposing the motion, Champlain explained that the additional discovery requests related to the plaintiffs' alleged bad faith claim against it. Champlain again argued that the plaintiffs did not have any bad faith claim against it in this case because Champlain is not the plaintiffs' insurer.

The trial court held a contradictory hearing on the plaintiffs' motion to compel on September 2, 2026. At the hearing, counsel for Champlain reiterated that the issues before the court were coverage issues in Champlain's capacity as the liability insurer of SES, not the bad faith claims the plaintiffs had asserted against Champlain. Champlain argued that the July 7, 2025 judgment had already resolved the discovery relating to the plaintiffs' claims against it as the liability insurer of SES; in that judgment, the trial court declined to order production of Champlain's claim file and adjuster's report.

The plaintiffs responded that Champlain could not assert a defense as a bar to discovery. They argued that they were seeking information related to the claim assignment, investigation, communications, factual classifications, materials used, and the coverage position.

Louisiana Code of Civil Procedure Article 1422 permits discovery of any non-privileged matter "relevant to the subject matter involved in the pending action." The discovery statutes are to be liberally and broadly construed, and the question of relevance "is not tied to the allegations of fact in the pleadings"; the matter need only be relevant to the subject matter involved in the pending action. *Hodges v. S. Farm Bureau Cas. Ins. Co.*, 433 So.2d 125, 129 (La. 1983). Even so, discovery is not to be used as a fishing expedition. *Molaison v. Cust-O-Fab Specialty Servs., LLC*, 21-585 (La. App. 5 Cir. 6/1/22), 343 So.3d 866, 872.

Champlain contends that the plaintiffs have no bad faith claim against it because Champlain is not the plaintiffs' insurer. That contention overstates the law. Although an insurer's generalized duty of good faith and fair dealing under La. R.S. 22:1973(A)[2] runs only to its insured, a third-party claimant may recover

[2] La. R.S. 22:1973 was repealed by Acts 2024, No. 3, effective July 1, 2024, and its substance was recodified into La. R.S. 22:1892, stating in pertinent part: The insurer has an affirmative duty to adjust claims fairly and promptly and to make a reasonable effort to settle claims with the insured or the claimant, or both. The rulings made in *Theriot, Kelly,* and *Smith* remain good law.

against a liability insurer for the specific acts enumerated in La. R.S. 22:1973(B).[3] *Theriot v. Midland Risk Ins. Co.*, 95-2895 (La. 5/20/97), 694 So.2d 184, 193; *Kelly v. State Farm Fire & Cas. Co.*, 14-1921 (La. 5/5/15), 169 So.3d 328, 335; *Smith v. Citadel Ins. Co.*, 19-52 (La. 10/22/19), 285 So.3d 1062. A third-party claimant's bad faith rights are therefore limited, but they are not nonexistent, and the relevance of the requested discovery must be measured against the claims the plaintiffs have actually pleaded.

Because the plaintiffs have pleaded bad faith allegations against Champlain, information concerning Champlain's handling of their claim is not categorically irrelevant. The discoverability of Champlain's claim file and adjuster's report is instead governed by the work-product doctrine. An insurer's claim file is not automatically protected as having been prepared in anticipation of litigation; its content, nature, and purpose control, and documents generated in the ordinary course of reviewing a claim are discoverable. *McHugh v. Chastant*, 503 So.2d 791, 793-94 (La. App. 3 Cir. 1987). Materials prepared in anticipation of litigation enjoy only a qualified immunity under La. C.C.P. art. 1424 and remain discoverable where the denial of production would unfairly prejudice the requesting party or cause undue hardship or injustice, a determination ordinarily made after an in camera inspection. *Id.*; *Hodges*, 433 So.2d at 131. The relevance of the file turns in significant part on whether the insurer's own conduct is squarely at issue, which is most evident when an insured sues its own insurer and less so for a third-party claimant. *McHugh*, 503 So. 2d at 794.

The trial court has broad discretion in regulating pretrial discovery, and an appellate court will not disturb its decision absent a clear abuse of that discretion. *Palowsky v. Campbell*, 21-279 (La. App. 5 Cir. 8/26/21), 327 So.3d 589, 595, *writ*

[3] La. R.S. 22:1973 was repealed by Acts 2024, No. 3, effective July 1, 2024, and its substance was recodified into La. R.S. 22:1892.

denied, 21-1428 (La. 11/23/21), 328 So.3d 74. On the showing made, the plaintiffs have not demonstrated that the materials they seek fall outside the qualified protection afforded Champlain's claim file and adjuster's report, or that the denial of production unfairly prejudiced them in preparing the limited third-party claims available to them. We therefore cannot say that the trial court abused its broad discretion in declining to compel production. Accordingly, we deny this writ application.

Gretna, Louisiana, this 10th day of November, 2026.

JJM
MEJ
SUS

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 **11/10/2026** 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-524

E-NOTIFIED

24th Judicial District Court (Clerk)
Honorable Stephen D. Enright, Jr. (DISTRICT JUDGE)
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Jonathan S. Forester (Respondent)
Vladimir Thomas (Relator)
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