

[Williams et al. vs. State Farm Fire and Casualty Company, Allstate Indemnity Company, and Louisiana Property Insurance Corporation](#)

Year: 2006

Court: U.S. District Court, Louisiana Eastern District

Case Number: 07-00247-CA, 06-2919

The anti-concurrent causation language upon which Defendants rely has already been deemed ambiguous as a matter of law by another Federal Court addressing similar arguments raised by Defendants. *Tuepker v. State Farm Fire and Cas. Co.*, 2006 WL 1442489 (S. D. Miss.). Furthermore, Defendants' position with regard to this language is in complete derogation of the "efficient proximate cause" doctrine, which has been adopted by the Louisiana Supreme Court and provides that a policyholder is entitled to coverage if a covered peril was the proximate or efficient cause of the loss or damage, notwithstanding that other excluded or non-covered perils contributed to the damage. Class Action. Companion case to *Landry et al. v. Louisiana Citizens Property Insurance Corporation*, (2007) (See *Berthelot*)

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