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May 30, 2018

Hon. Kelly McNeely
Clerk of Court
Court of Appeal, Third Circuit
Post Office Box 16577
Lake Charles, LA 70616

Re: *Harold Fils*, Plaintiff/Appellee v. *Starr Indemnity & Liability Insurance Company, et. al.*, Defendants/Appellants
Louisiana Court of Appeal, Third Circuit
Docket No. 17 00896-CA
Appealed from Lafayette Parish Case No. 2015-4212, Div. L

Dear Mr. McNeely:

Enclosed is an original and four (4) copies of:

- a. Motion for Leave of *Amicus Curiae* United Policyholders to File Brief in Support of Harold Fils' Application for Rehearing from the May 9, 2018 Decision;
- b. Proposed Order Granting Leave; and
- c. Brief of *Amicus Curiae* United Policyholders in Support of Harold Fils' Application for Rehearing from the May 9, 2018 Decision.

Pursuant to my discussions with Charletta from your office, we were instructed to make this filing by June 4, 2018; consequently, this filing is submitted timely.

Please present the Motion for Leave and Proposed Order to the appropriate judges and, if granted, file the originals into the record and forward a stamped copy of the filing page in the enclosed stamped, self-addressed envelope for my file.

Also enclosed is my firm check in the amount of \$100.00 in connection with this filing.

Should you have any questions, please contact me.

Hon. Kelly McNeely
May 30, 2018
Page 2 of 2

With kindest wishes and best regards I remain

Sincerely,



G. ANDREW VEAZEY

GAV
180608

Enclosures

cc: Hon. Marilyn C. Castle (via US mail)
Mr. Aaron Broussard (via email & US Mail)
Mr. Randall E. Hart (via email and US Mail)
Mr. Steven Broussard (via email and US Mail)
Mr. Bart Bernard (via email & US Mail)
Mr. D. Scott Rainwater (via email and US Mail)
Ms. Rachel Kovach (via email and US Mail)
Ms. Amy Bach (via email only)

STATE OF LOUISIANA
COURT OF APPEAL, THIRD CIRCUIT
NO. 17 00896-CA

HAROLD FILS, PLAINTIFF/APPELLANT

VERSUS

**STARR INDEMNITY & LIABILITY INSURANCE COMPANY, BIS
SALAMIS, INC. AND BILFINGER SALAMIS, INC.,
DEFENDANTS/APPELLEES**

**APPEAL FROM 15TH JUDICIAL DISTRICT COURT, PARISH OF
LAFAYETTE, MARILYN C. CASTLE, DISTRICT JUDGE, PRESIDING
DOCKET NO. 2015-4212, DIV. L**

**MOTION FOR LEAVE OF *AMICUS CURIAE* UNITED POLICYHOLDERS
TO FILE BRIEF IN SUPPORT OF HAROLD FILS' APPLICATION FOR
REHEARING FROM THE MAY 9, 2018 DECISION**

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**MOTION FOR LEAVE OF *AMICUS CURIAE* UNITED POLICYHOLDERS
TO FILE BRIEF IN SUPPORT OF HAROLD FILS' APPLICATION FOR
REHEARING FROM THE MAY 9, 2018 DECISION**

NOW INTO COURT, through undersigned counsel, comes United Policyholders, which respectfully moves this Honorable Court for leave to file a Brief of *Amicus Curiae* in support of Applicant, Harold Fils, in the above-captioned case.

United Policyholders is a non-profit 501(c)(3) organization that serves as a voice and information resource for individual and business insurance consumers in all 50 states. Since United Policyholders' founding in California in 1991, it has been dedicated to educating individuals and businesses about insurance issues and consumer rights. United Policyholders protects the interests of policyholders and advocates for them through participation as *amicus curiae* in insurance claim and coverage cases throughout the country. Donations, foundation grants and volunteer labor support United Policyholders' work. United Policyholders does not sell insurance or accept any funding from insurance companies.

United Policyholders' work is divided into three program areas: *Roadmap to Recovery*[™] (disaster recovery and claim help for victims of disasters, accidents, illnesses and other events for the full and timely payment of insurance benefits is critically important, e.g. Hurricane Katrina, 2016 Floods, etc.), *Roadmap to Preparedness* (insurance and financial literacy and disaster preparedness) and

Advocacy and Action (advancing pro-consumer laws and public policy). United Policyholders hosts a library of tips, sample forms, and articles on commercial and personal lines insurance products, coverage, and the claims process at www.uphelp.org. Louisiana home and business owners use United Policyholders' "Ask an Expert" forum and disaster recovery resources. United Policyholders engages with the Louisiana Department of Insurance through United Policyholders' involvement with the National Association of Insurance Commissioners and United Policyholders' Executive Director serves as an official consumer representative for insurance policyholders.

Powered by a network of volunteers and advisors throughout the country and a small staff in California, United Policyholders offers assistance to state and federal courts as *amicus curiae*. Information and arguments in United Policyholders' briefs on claims and coverage issues, including fair claims standards, have been cited by the US Supreme Court as well as by numerous state and federal appellate courts.¹ United Policyholders has participated as *amicus curiae* in more than 400 cases throughout the United States involving important insurance issues affecting homeowners and businesses, including insurance claim and coverage matters adjudicated before the Louisiana Supreme Court, Louisiana

¹ See, e.g. *Humana, Inc. v. Forsyth*, No. 97-303, 525 U.S. 299, 119 S.Ct. 710, 142 L.Ed.2d 753 (1999).

appellate courts, US District Court for the Eastern District of Louisiana and the United States Court of Appeals for the Fifth Circuit.²

With respect to this appeal, United Policyholders seeks to fulfill the “classic role of *amicus curiae* by assisting in a case of the general public interest, supplementing the efforts of counsel, and drawing the court’s attention to law that escaped consideration.”³ As commentators have stressed, an *amicus curiae* is often in a superior position to “focus the court’s attention on the broad implications of various possible rulings.”⁴

United Policyholders’ 27 years of experience working with policyholders on insurance claim and coverage issues and interpretation of policy forms make it uniquely positioned to assist in this case. Furthermore, there are a relatively large

² See, e.g. *Arceneaux, et al. v. Amstar Corp., et al.*, No. 2015-C-0588 (La. 09/07/2016), 200 So.3d 277; *Kelly v. State Farm Fire & Casualty Company*, No. 2014-CQ-1921 (La. 05/05/2015) 169 So.3d 328; *Arceneaux, et al. v. Amstar Corp., et al.*, No. 2010-C-2329 (La. 07/01/2011), 66 So.3d 438; *Whitehead, et al. v. American Coachworks, Inc.*, No. 2002-CA-0027 (La. App. 1 Cir. 12/20/2002), 837 So.2d 678; *Williams v. State Farm Fire & Cas. Co.*, Civ. A. No. 06-2919 (US District Court, E.D.LA 2006); *U.S. Test, Inc., et al. v. NDE Environmental Corp., et al.*, No. 99-1087 (Fed. Cir., Nov. 19, 1999), *Sher v. Lafayette Insurance Company, et al.*, Nos. 2007-C-2441, 2007-C-2443 (La. 04/08/08), 988 So.2d 186; *Norfolk Southern Corp., et al. v. California Union Insurance Company, et al.* Nos. 2002-CA-0369, 2002-CA-0371, 2002-CA-0372 (La. App. 1 Cir. 09/12/2003) 859 So.2d 167; *Landry v. Louisiana Citizens Property Ins. Co.*, Nos. 2007-C-1907, 2007-C-1908 (La. 05/21/2008), 983 So.2d 66; *Ieyoub, ex rel. State of Louisiana v. The American Tobacco Co., et al.* Nos. 97-31222 and 97-31279 (5th Cir. 1998); *Ducote, et al. v. Koch Pipeline Co., L.P., et al.*, No. 98-C-0942 (La. 01/20/1999), 730 So.2d 432; *Chauvin v. State Farm Fire and Casualty Company, et al.*, 450 F.Supp.2d 660 (E.D. La. 2006); *Berthelot, et al. v. Boh Brothers Construction Co., LLC, et al.*, Civil Action No. 05-4182 C/W 05-6323 (E.D. LA.), *LaBarre v. Texas Brine Company, LLC*, No. 2017-CC-1761, Louisiana Supreme Court, *LaBarre v. Texas Brine Company, LLC*, No. 2017 CW 1676, State of Louisiana Court of Appeal, First Circuit.

³ *Miller-Wohl Co. v. Commissioner of Labor & Indus.*, 694 F.2d 203, 204 (9th Cir. 1982).

⁴ Robert L. Stern et al., *Supreme Court Practice 570-71* 6th ed. 1986 (quoting Bruce J. Ennis, *Effective Amicus Briefs*, 33 Cath U. L. Rev. 603, 608 (1984)).

number of personal lines policyholders domiciled within the state of Louisiana who must deal with uninsured/underinsured motorist coverage when injured in automobile accidents. Most are not sophisticated parties who understand or appreciate the intricacies of insurance law or the duties of good faith and fair dealing owed by insurers to policyholders as enunciated by this Court,⁵ and most do not possess the resources necessary to ensure that their respective insurers abide by those duties, much less determine when a suit must be filed pursuant to the insurance contract when those duties are breached.

The District Court's ruling ignores the distinction between claims that arise *ex contractu* such as those between a UM insurer and its policyholder from those which stem solely from statutory duties that are imposed upon insurers toward third parties. This ruling represents a gross departure from Louisiana law, and seriously undermines the statutory scheme adopted by the Louisiana Legislature to ensure that insurers comply with their duties of good faith and fair dealing to their policyholders. It will also impact the consistency of court decisions on a statewide basis.

The undersigned counsel for United Policyholders has read the briefs of the parties, has significant experience in insurance litigation, and believes that he will be able to provide assistance to this Court by pointing out the broad policy

⁵ See, e.g. *Kelly v. State Farm Fire & Casualty Company*, No. 2014-CQ-1921 (La. 05/05/2015) 169 So.3d 328

implications of this Court's May 9, 2018 ruling. The issues before this Honorable Court are of great importance to the citizens of the State of Louisiana and businesses operating in the State.

WHEREFORE, pursuant to Rule 2-12.11 of the Uniform Rules for Courts of Appeal, United Policyholders respectfully requests leave of Court to file an *amicus curiae* brief in this matter.

Respectfully submitted,



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***Attorneys for Amicus Curiae, United
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VERIFICATION

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, personally came and appeared

G. ANDREW VEAZEY

who being duly sworn did depose and state:

1. He is an attorney for *Amicus Curiae*, United Policyholders.
2. He has read United Policyholders’ Motion for Leave of Amicus Curiae to File Brief in support of Harold Fils’ Application for Rehearing from the May 9, 2018 decision and the contents of the same are true and correct to the best of his knowledge.
3. A copy of this Motion for Leave has been forwarded via hand delivery and/or facsimile and/or US Mail and/or electronic mail to all counsel of record listed below:

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Hon. Marilyn C. Castle
District Judge, Div. L
15th Judicial District Court
PO Box 2717
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**Counsel for Defendant/Appellee,
Starr Indemnity & Liability
Insurance Company**


G. Andrew Veazey

SWORN TO AND SUBSCRIBED BEFORE ME this 30th day of May,

2018.


NOTARY PUBLIC



STATE OF LOUISIANA
COURT OF APPEAL, THIRD CIRCUIT
NO. 17 00896-CA

HAROLD FILS, PLAINTIFF/APPELLANT

VERSUS

**STARR INDEMNITY & LIABILITY INSURANCE COMPANY, BIS
SALAMIS, INC. AND BILFINGER SALAMIS, INC.,
DEFENDANTS/APPELLEES**

ORDER

Considering the foregoing Motion for Leave of Amicus Curiae United Policyholders to file Brief in Support of Harold Fils' Application for Rehearing from the May 9, 2018 Decision filed by United Policyholders;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that United Policyholders be and is hereby granted leave of court to file an Amicus Curiae Brief.

JUDGE, LOUISIANA COURT OF
APPEAL, THIRD CIRCUIT

STATE OF LOUISIANA
COURT OF APPEAL, THIRD CIRCUIT
NO. 17 00896-CA

HAROLD FILS, PLAINTIFF/APPELLANT

VERSUS

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SALAMIS, INC. AND BILFINGER SALAMIS, INC.,
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**APPEAL FROM 15TH JUDICIAL DISTRICT COURT, PARISH OF
LAFAYETTE, MARILYN C. CASTLE, DISTRICT JUDGE, PRESIDING
DOCKET NO. 2015-4212, DIV. L**

**BRIEF OF *AMICUS CURIAE* UNITED POLICYHOLDERS IN SUPPORT
OF HAROLD FILS' APPLICATION FOR REHEARING FROM THE MAY
9, 2018 DECISION**

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AMICUS CURIAE BRIEF OF UNITED POLICYHOLDERS

MAY IT PLEASE THE COURT:

The District Court erred in maintaining Starr Indemnity & Liability Insurance Company's ("**Starr Indemnity**") Exception of Prescription to Harold Fils' ("**Fils**") First Supplemental and Amending Petition ("**First Supplemental Petition**") seeking penalties and attorney's fees under *La. R.S. 22:1973* and *La. R.S. 22:1892* for Starr Indemnity's alleged bad faith refusal to pay his UM claim.

The Trial Court's ruling is particularly alarming because:

1. The ruling is contrary to well-settled Louisiana law that insureds are protected by a ten-year prescriptive period for these claims;¹
2. The ruling conflicts with the Louisiana Supreme Court's holding that "an insurer has a continuing duty of good faith and fair dealing which extends throughout the litigation period;"²

¹ *Cantrelle Fence & Supply Co., Inc. v. Allstate Insurance Co.*, 550 So. 2d 1306 (La. App. 1 Cir. 1989) (ten-year prescriptive period applied to an insured's claim under La. R.S. 22:1892's predecessor); *We Sell Used Cars, Inc. v. United National Insurance Co.*, 30,671 (La. App. 2 Cir. 6/24/98), 715 So. 2d 656 (ten-year prescriptive period applied to an insured's claim under La. R.S. 22:1892's predecessor); *Prudhomme v. Geico Ins. Co.*, 2015 WL 2345420 (W.D. La. May 14, 2015) (ten-year prescriptive period applied to an insured's claim under *La. R.S. 22:1973*); *Aspen Specialty Insurance Co. v. Technical Industries, Inc.*, 2015 WL 339598 (W.D. La. Jan. 22, 2015) (ten-year prescriptive period applied to an insured's claim under *La. R.S. 22:1973*); *Keith v. Comco Ins. Co.*, 574 So. 2d 1270, 1276 (La. Ct. App.1991), writ denied, 577 So.2d 16 (La. 1991) (an insured's claim against its insurer for a bad faith failure to settle prescribes in ten years); *Brooks v. Safeco Ins. Co. of Am.*, 2017 WL 8944056 (M.D. La. 2017) (ten-year prescriptive period applied to an insured's claim under *La. R.S. § 22:1973*); W. McKenzie & H. Alston Johnson, 15 La. Civ. L. Treatise, Insurance Law & Practice (4th ed.), § 11:25 ("Unless otherwise provided by statute, claims under the [insurance] penalty statutes prescribe in ten years.").

² *Sher v. Lafayette Ins. Co.*, 2007-2441 (La. 4/8/08), 988 So. 2d 186.

3. The ruling encourages litigation by forcing insureds to file protective suits against their insurers for bad faith penalties every time a denial of coverage letter is issued – even if the “bad faith” acts have not yet occurred;
4. The ruling provides insurers with *carte blanche* immunity to act in bad faith once a year has run from the issuance of a denial of coverage, which will incentivize insurers to deny claims and engage in bad faith activities; and
5. The ruling deprives insureds of their access to courts to sue for acts of bad faith occurring one year after their insurer denies coverage.

“Insurance is a highly regulated industry primarily because of the enormous public policy considerations at issue and the fact that insurance entities are entrusted with other people’s money.”³ A holding that an insured must plead all acts of “bad faith” within one year of its insurer’s denial of coverage (even if the “bad faith” conduct has not yet occurred) has far-reaching public policy consequences to the detriment of insureds. Left undisturbed, the ruling will allow insurers, who already enjoy a “substantial size and expertise” advantage over

³ *Wooley v. Lucksinger*, 2009-0571 (La. 4/1/11), 61 So.3d 507, 563.

insureds,⁴ to engage in continuous and pervasive bad faith conduct for which their insureds have no available judicial remedy.

A. The Trial Court’s Ruling Creates Various New Causes of Action in Favor of Third Parties That Are Inconsistent with Louisiana Law

In his First Supplemental Petition, Fils asserted claims against his UM insurer, Starr Indemnity, under *La. R.S. 22:1973(B)(5)* and *La. R.S. 22:1892(A)(1)* for its bad faith refusal to pay his UM claim. The Trial Court incorrectly dismissed these claims by applying a one-year prescriptive period for delictual actions. If Fils’ claims are delictual, then the claims must “flow[] from the violation of a **general duty owed to all persons**” and the claims must be available to everyone.⁵ However, the Louisiana Supreme Court has confirmed that these claims are **only available to insureds**.⁶ Accordingly, they cannot arise from a general duty owed to all persons, and they must be subject to the ten-year prescriptive period for personal actions.

Under Louisiana law, “third-party claimants” – *i.e.*, those who do not have a contract with the insurer – have very limited rights to sue an insurer for “bad faith.” In *Theriot v. Midland Risk Ins. Co.*, the Louisiana Supreme Court held that

⁴ W. McKenzie & H. Alston Johnson, 15 La. Civ. L. Treatise, Insurance Law & Practice (4th ed.), § 11:25.

⁵ *Mentz Const. Servs., Inc. v. Poche*, 2011-1474 (La. App. 4 Cir. 3/14/12), 87 So.3d 273, 276–77 (“the main distinction between an action on a contract and a tort action is that the former flows from the breach of a special obligation contractually assumed by the obligor, whereas the latter flows from the violation of a general duty owed to all persons.”).

⁶ *Langsford v. Flattman*, No. 2003-0189 (La. 1/21/04), 864 So. 2d 149.

third-party claimants have no right of action against insurers for a failure to “adjust claim[s] fairly and promptly and to make reasonable efforts to settle the claim.”⁷

The *Theriot* Court reasoned that these duties are owed to **insureds**, not third-parties:

It is generally agreed that an insurer’s duties run primarily in favor of its insured as an outgrowth of duties that have their foundation in the contract between the parties. It is the relationship of the parties that gives rise to the implied covenant of good faith and fair dealing. The relationship between the insurer and third-party claimant is neither fiduciary nor contractual; it is fundamentally adversarial. For that reason, a cause of action directly in favor of a third-party claimant against a tort-feasor’s insurer is not generally recognized absent statutory creation.⁸

In *Langsford v. Flattman*, the Louisiana Supreme Court held that third-party claimants have no right of action against an insurer under *La. R.S. 22:1973(B)(5)* [then, *La. R.S. 22:1220(B)(5)*] for a bad faith failure to pay within 60 days of satisfactory proof of loss.⁹ Numerous Louisiana Courts have extended the holding of *Langsford* to causes of action under *La. R.S. 22:1892* for a bad faith failure to pay within 30 days of satisfactory proof of loss.¹⁰

⁷ *Theriot v. Midland Risk Ins. Co.*, No. 95-2895 (La. 5/20/97), 694 So. 2d 184, 185.

⁸ *Id.*, at 193.

⁹ *Langsford v. Flattman*, No. 2003-0189 (La. 1/21/04), 864 So. 2d 149.

¹⁰ See, e.g., *Lee v. Sapp et al.*, 2017-490 (La. App. 4 Cir. 12/6/17) 2017 WL 6045038, at * 9; *Howard v. United Servs. Auto. Ass’n*, 2014-1429 (La. App. 1 Cir. 7/22/15, 18), 180 So.3d 384, 399, writ denied, 2015-1595 (La. 10/30/15), 179 So.3d 615 (“Plaintiffs do not fall within the category of individuals who can bring a ‘bad faith handling of a claim’ cause of action against USAA, with whom plaintiffs have no contractual relationship. As stated by the supreme court in *Langsford v. Flattman*, 2003–0189 (La.1/21/04), 864 So.2d 149, “[t]he relationship between the insurer and the third-party claimant is neither fiduciary nor contractual; it is fundamentally adversarial. For that reason, a cause of action directly in favor of a third-party claimant is

In *Kelly v. State Farm*,¹¹ a “bad faith failure-to-settle” case, the Louisiana Supreme Court held that third-party claimants have no right to sue an insurer for a breach of the insurer’s duty of good faith and fair dealing:

Despite the broad wording of Section 22:1973(A), it does not give a third-party claimant the right to sue an insurer for a generalized breach of its duty of good faith and fair dealing.¹²

“*La. R.S. 22:1973(B)* identifies six breaches of the insurer’s duty of good faith and fair dealing recognized in *La. R.S. 22:1973(A)*.”¹³ Thus, Fils’ claim under *La. R.S. 22:1973* - which arises from a breach of the duty of good faith and fair dealing that is only owed to an insured policyholder - cannot be subject to a one-year prescriptive period.

The Trial Court’s ruling fundamentally alters Louisiana law by extending various duties that are personal to insureds to the general public. That ruling will encourage litigation, increase insurance premiums, and should be corrected.

B. The Trial Court Improperly Dismissed Fils’ Claims for Breaches of the Implied Duty of Good Faith and Fair Dealing, which is a Contractual Duty

“A contract includes, not only what the parties said, but also what is necessarily to be implied from what they said. In fact, more contractual promises

generally not recognized absent statutory creation.” *Id.* at 151; *see also Mathies v. Blanchard*, 2006–0559 (La. App. 1 Cir. 2/21/07), 959 So.2d 986, 988–989.”).

¹¹ *Kelly v. State Farm*, No. 2014-1921 (La. 5/5/15), 169 So.3d 328.

¹² *Id.*, at 332–33.

¹³ W. McKenzie & H. Alston Johnson, 15 La. Civ. L. Treatise, Insurance Law & Practice (4th ed.), § 11:17, Breach of insurer's duties listed in *La. R.S. 22:1973(B)*.

are probably implicit than explicit because of the impracticality, if not impossibility, of describing every variable the parties will encounter in the course of a contractual relationship. **An implied contractual obligation arises just as much *ex contractu* as an explicit one.**¹⁴

La. C.C. Art. 1983 provides that “[c]ontracts must be performed in good faith,” and *La. R.S. 22:1973(A)* provides that “[a]n insurer, including but not limited to a foreign line and surplus line insurer, owes to his insured a duty of good faith and fair dealing. Any insurer who breaches these duties **shall be liable for any damages sustained as a result of the breach.**”¹⁵ Fils alleged that Starr Indemnity breached its duty of good faith and fair dealing by engaging in conduct prohibited by *La. R.S. 22:1973(B)*, Starr Indemnity’s duty of good faith and fair dealing arose in contract,¹⁶ not tort, and, therefore, this court improperly dismissed those claims in its May 9, 2018 decision.

¹⁴ *Certain Underwriters at Lloyd’s, London v. Sea-Lar Mgmt., Inc.*, 2000-1512 (La. App. 4 Cir. 5/9/01), 787 So.2d 1069, 1076 (internal citations omitted, emphasis added). *See also Nat’l Safe Corp. v. Benedict & Myrick, Inc.*, 371 So.2d 792, 795 (La. 1979) (“not all obligations arising out of contract need be explicitly stated. Into all contracts, therefore, good faith performance is implied. Furthermore, everything that by equity is considered incidental to the particular contract, or necessary to carry it into effect, is also a part of all agreements.”).

¹⁵ Emphasis added.

¹⁶ *La. C.C. Art. 1983; Kelly*, 169 So.3d at 336 (“we must approach *La. R.S. 22:1973(A)* from the proposition that the insurer undertakes in an insurance contract certain fiduciary duties toward the insured.”).

C. Conclusion

Insurance affects a broad spectrum of individual and corporate interests. Insurance protects not only policyholders, but also injured parties, neighbors, the community, creditors, and employees. The Trial Court's ruling strikes a significant blow to Louisiana insureds and third parties who rely on insurance and undermines the statutory scheme adopted by the Louisiana Legislature to ensure that insurers comply with their duties of good faith and fair dealing to their policyholders. The ruling will have the practical effect of eliminating protection for individuals and small businesses who are often not sophisticated or lack funds to determine if they have been or will be victims of bad faith within the first year after a denial. The Court should recognize that the special contractual rights provided to policyholders are personal rights protected by a ten-year prescriptive period.

Respectfully submitted,



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VERIFICATION

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, personally came and appeared

G. ANDREW VEAZEY

who being duly sworn did depose and state:

1. He is an attorney for *Amicus Curiae*, United Policyholders.
2. He has read United Policyholders’ Brief of Amicus Curiae in support of Harold Fils’ Application for Rehearing from the May 9, 2018 decision and the contents of the same are true and correct to the best of his knowledge.
3. A copy of this Brief has been forwarded via hand delivery and/or facsimile and/or US Mail and/or electronic mail to all counsel of record listed below:

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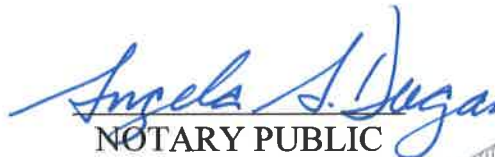
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G. Andrew Veazey

SWORN TO AND SUBSCRIBED BEFORE ME this 30th day of May,

2018.


NOTARY PUBLIC

