

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 16-16506

D.C. Docket No. 1:14-cv-20654-MGC

FRANK LOPEZ,
as Personal Representative of the Estate of Giraldo Lopez,
MAGALY NUNEZ-DELGADO,
individually and as assignee of Michelle Soto,

Plaintiffs-Appellees
Cross Appellants,

versus

ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY,

Defendant-Appellant
Cross Appellee.

Appeals from the United States District Court
for the Southern District of Florida

(February 7, 2018)

Before MARCUS, ANDERSON and HULL, Circuit Judges.

PER CURIAM:

This appeal arises out of a seven-day jury trial concerning claims for bad faith under Florida common law. Appellees/Cross-Appellants Frank Lopez, as executor for the estate of Giraldo Lopez (“Lopez’s estate”), and Magaly Nunez-Delgado, individually and as assignee of Michelle Soto, brought these claims against Appellant/Cross-Appellee Allstate Fire and Casualty Insurance Company (“Allstate”). The jury returned a unanimous verdict, finding that Allstate did not act in bad faith by failing to settle the claim of Lopez’s estate but that it acted in bad faith by failing to settle the claim of Magaly Nunez-Delgado. Subsequent to trial, the district court entered a final judgment in favor of Allstate against Lopez’s estate and in favor of Nunez-Delgado against Allstate.

In an omnibus order filed thereafter, the district court denied various post-trial motions filed by the parties. The district court later amended its judgment to include, inter alia, damages for Nunez-Delgado in the amount of \$315,000.00, plus prejudgment interest of \$40,486.59.

Allstate appeals the district court’s final judgment, omnibus order, and amended final judgment entered in favor of Nunez-Delgado. Lopez’s estate and Nunez-Delgado appeal the district court’s omnibus order and amended final judgment claiming, inter alia, that the district court’s jury charge and verdict form

erroneously separated the claim into two bad faith claims, and that Nunez-Delgado is entitled to prejudgment interest from an earlier date.

After careful review, and with the benefit of oral argument, we find no reversible error in any of the district court's rulings or its jury instructions and affirm the final judgment, the amended final judgment, and the omnibus order.

AFFIRMED.