

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

CHRISTOPHER CASCIO

CIVIL ACTION

Versus

NO: 11-1699

STATE FARM FIRE AND CASUALTY COMPANY

SECTION: "F"

ORDER & REASONS

Before the Court is State Farm's motion for judgment on the pleadings. For the reasons that follow, State Farm's motion is GRANTED.

Background

Plaintiff owns rental property located in St. Bernard Parish, Louisiana. He asserts that his property sustained severe wind damage as a result of Hurricane Katrina, which made landfall on August 29, 2005. At the time of Hurricane Katrina, plaintiff's property was insured by a State Farm Rental Dwelling Policy.

Plaintiff filed this suit on September 13, 2010 as part of a mass joinder action assigned to Judge Duval under the In Re Canal Breaches Consolidated Litigation. Following the Louisiana Supreme Court's ruling in Taranto, et al. v. Louisiana Citizens Property Ins. Corp., 62 So.3d 721 (La. 2011), the mass joinder action was severed, and plaintiff filed a supplemental and amending complaint on July 15, 2011 with this Court.

II.

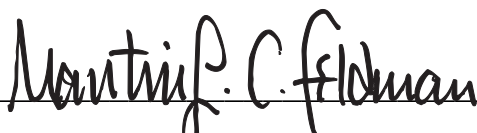
The standard for deciding a motion for judgment on the pleadings under Rule 12(c) of the Federal Rules of Civil Procedure is the same as the one for deciding a motion to dismiss under Rule 12(b)(6). Great Plains Trust Co. V. Morgan Stanley Dean Witter & Co., 313 F.3d 305, 313 (5th Cir. 2002). A motion brought pursuant to Rule 12(c) is designed to dispose of cases where the material facts are not in dispute and a judgment on the merits can be rendered by looking to the substance of the pleadings and any judicially noticed facts. Id. at 313.

State Farm asks the Court to dismiss plaintiff's claim because it is prescribed. The Court agrees. Following Hurricane Katrina, the Louisiana State Legislature enacted a two-year prescription period for insurance claims related to Hurricane Katrina in Acts 802 and 739. The final deadline for the filing of these claims therefore became September 1, 2007. This lawsuit was filed on September 13, 2010, more than three years after the expiration of the prescription period.

Plaintiff has failed to show that he was a putative member of a class action filed against State Farm. Two class actions to which plaintiff cites did not involve claims for wind damage to property, and plaintiff never received Road Home benefits, as required by plaintiff's suggested third class action.

Accordingly, IT IS ORDERED: State Farm's motion is GRANTED.

New Orleans, Louisiana, November 9, 2011


MARTIN L. C. FELDMAN
UNITED STATES DISTRICT JUDGE