

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

MICHAEL A. FALGOUST, ET AL	CIVIL ACTION
VERSUS	NO. 14-886
SOUTHERN FIDELITY INSURANCE COMPANY	SECTION "C"(3)


ORDER AND REASONS

This matter comes before the Court on motion in limine filed by Southern Fidelity Insurance Company. The defendant homeowners insurer in this Hurricane Isaac case seeks exclusion of an estimate provided by the plaintiff's expert as duplicative and irrelevant because the applicable policy provision limits recovery to "the necessary amount actually spent to repair or replace the damaged building." Although the defendant admits in its motion that the plaintiff has not submitted the actual costs of repair, it claims the amount contained in the expert report, which represents an estimate of the repair costs, must be excluded. The plaintiff argues that discovery as to the amount actually spent is ongoing and, in any event, the policy provision upon which the defendant relies specifies recovery of the actual costs of repairs only if that amount is the least of three amounts, one of which is replacement cost value, which is provided in the expert report.

The Court agrees with the plaintiff that the defendant's motion is, at best, premature. Accordingly,

IT IS ORDERED that the motion in limine filed by Southern Fidelity Insurance Company is DENIED. Rec. Doc. 8.

New Orleans, Louisiana, this 8th day of December, 2014.


HELEN G. BERRIGAN
UNITED STATES DISTRICT JUDGE