

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

GULF COAST WORKFORCE, LLC, et al.

CIVIL ACTION

VERSUS

NO. 15-5342

ZURICH AMERICAN INSURANCE  
COMPANY OF ILLINOIS

SECTION "N" (4)

**ORDER AND REASONS**

Presently before the Court is the "Motion in Limine to Exclude Evidence of Claims Handling and of Alleged Damages" (Rec. Doc. 74) that was filed by Zurich American Insurance Company of Illinois ("Zurich"). Zurich's motion asserts that Gulf Coast Workforce, LLC ("Gulf Coast") "should be prohibited from introducing any evidence of damages it allegedly suffered as a means to lessen Zurich's recovery in the counter-claim" and seeks an order "excluding from trial any testimony or other evidence that Zurich failed to properly adjust the workers compensation claim of Brandon Shackelford or that Gulf Coast Workforce suffered damages."<sup>1</sup> In response, Gulf Coast contends: "Evidence of Zurich's handling of the Brandon Shackelford claim and potential fraud by Mr. Shackelford is relevant to Zurich's suit for premiums because in order for Zurich to recover, it must show its own faithful performance under the terms of the policy."<sup>2</sup>

On the instant showing made, **IT IS ORDERED** that Zurich's motion is **GRANTED**. Gulf Coast has not pointed the Court to any provision of the Zurich policy making the amount of


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<sup>1</sup> See Rec. Doc. 74 at 1-2.

<sup>2</sup> See Rec. Doc. 90 at 1.

Gulf Coast's premium obligation contingent on Zurich's having adjusted workers compensation claims in a particular way – either prior to or during the course of paying out benefits – or even prior to settlement. And, given the Court's dismissal of Gulf Coast's main claim (for damages), there is no award of damages for Gulf Coast to "set off" against any additional premium amount found to be owed to Zurich.

New Orleans, Louisiana, this 20th day of October 2016.



**KURT D. ENGELHART**  
**United States District Judge**

**Clerk to Copy:**

U.S. Magistrate Judge Roby