

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

JOSHUA T. LEWIS

CIVIL ACTION

VERSUS

NO. 17-10917

MARQUETTE TRANSPORTATION
COMPANY, LLC, ET AL.

SECTION: M (5)

ORDER & REASONS

On February 21, 2019, defendant Marquette Transportation Company Gulf-Inland, LLC (“Marquette”) filed a motion for partial summary judgment seeking dismissal of plaintiff’s claims for attorney’s fees and punitive damages associated with the alleged arbitrary and capricious failure to provide maintenance and cure.¹ The motion was set for submission on March 14, 2019.² Local Rule 7.5 of the United States District Court for the Eastern District of Louisiana requires that a memorandum in opposition to a motion must be filed no later than eight days before the noticed submission date. Plaintiff Joshua T. Lewis (“Lewis”), who is represented by counsel, has not filed a memorandum in opposition to the aforementioned motion for summary judgment.

Accordingly, because the motion for summary judgment is unopposed, and it appearing to the Court that the motion has merit,³

IT IS ORDERED that Marquette’s motion for summary partial judgment seeking dismissal of Lewis’ claims for attorney’s fees and punitive damages associated with the alleged arbitrary and capricious failure to provide maintenance and cure (R. Doc. 74) is GRANTED as unopposed, and those claims are DISMISSED with prejudice.

¹ R. Doc. 74.

² R. Doc. 74-9.

³ Marquette presents evidence that it paid all maintenance and cure due until Lewis’ treating physician, Dr. Timothy Finney, opined that Lewis had reached maximum medical improvement. R. Docs. 74-4 to 74-6. Therefore, Marquette could not have arbitrarily and capriciously failed to pay maintenance and cure.

New Orleans, Louisiana, this 29th day of March, 2019.



BARRY W. ASHE
UNITED STATES DISTRICT JUDGE