

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

JARED JOHNSON, ET AL.

CIVIL ACTION

VERSUS

NO. 23-6389

**ALLIED TRUST INSURANCE
COMPANY, ET AL.**

SECTION “O”

ORDER

Before the Court is the Federal Rule of Civil Procedure 12(b)(6) motion¹ by Defendant American Bankers Insurance Company of Florida (“American Bankers”) to dismiss the breach-of-insurance-contract claims and the statutory bad-faith claims by Plaintiffs Jason and Trina Johnson. Plaintiffs’ claims arise from damages their property allegedly sustained during Hurricane Ida.² American Bankers is a Write-Your-Own (“WYO”) Program carrier participating in the National Flood Insurance Program (“NFIP”), pursuant to the National Flood Insurance Act of 1968 (“NFIA”).³ American Bankers issued a Standard Flood Insurance Policy (“SFIP”), bearing policy number 1961526515 (the “Policy”), to Plaintiffs for their property located at 45 Derek Lane in LaPlace, Louisiana.⁴ After Hurricane Ida, Plaintiffs filed a claim with American Bankers.⁵ On February 9, 2022, American Bankers issued a written partial denial of Plaintiffs’ claim.⁶ Over a year later, on August 22, 2023, Plaintiffs filed this lawsuit against American Bankers in the 40th Judicial District Court of St. John the

¹ ECF No. 7.

² ECF No. 1.

³ ECF No. 1 at 1, 3 ¶¶ 6–10.

⁴ ECF No. 1-2 at 4 ¶ 6.

⁵ *Id.* ¶ 12.

⁶ ECF No. 7-1 at 9.

Baptist Parish.⁷ American Bankers subsequently removed this case to this Court on October 19, 2023.⁸

American Bankers argues that Plaintiffs' claims should now be dismissed because (1) Plaintiffs' breach of breach-of-insurance-contract claim is time-barred and (2) Plaintiffs' bad faith claims are barred by federal statutory, regulatory, and common law.⁹ American Bankers' motion to dismiss was noticed for submission on January 10, 2024;¹⁰ Plaintiffs' response was thus due on January 2, 2024. *See* LOCAL CIVIL RULE 7.5.

During a status conference with Magistrate Judge Currault, Plaintiffs indicated that they did not file any opposition to American Bankers' motion because they found the motion to be well-founded.¹¹ The Court thus instructed Plaintiffs to file a short response indicating their agreement with American Bankers' motion.¹² Plaintiffs subsequently filed their response, reiterating that they did not file any opposition to American Bankers' motion because it was "well-founded."¹³ Plaintiffs also stated that they are "in agreement with the dismissal of American Bankers Insurance Company of Florida from this matter."¹⁴

⁷ ECF No. 1-2 at 3. NFIA provides that a claimant on a policy issued under the Act may "institute an action" to dispute a disallowance of a claim only "within one year after the date of mailing of notice of disallowance or partial disallowance by the" WYO insurer. 42 U.S.C. § 4072. *See Bateman v. Am. Bankers Ins. Co. of Fla.*, No. CV 23-6338, 2024 WL 894790, at *2 (E.D. La. Mar. 1, 2024) (granting Defendant's motion to dismiss and finding Plaintiff's claims were both time-barred under the NFIA and preempted by federal law).

⁸ ECF No. 1.

⁹ American Bankers also asserts that Plaintiffs' claim for interest is barred by the no-interest rule in *Newton v. Capital Assur. Co.*, 245 F.3d 1306, 1312 (11th Cir. 2001). ECF No. 7-1 at 12.

¹⁰ ECF No. 7-6.

¹¹ ECF No. 12.

¹² *Id.*

¹³ ECF No. 13.

¹⁴ *Id.*

Accordingly,

IT IS ORDERED that Defendant American Bankers motion¹⁵ to dismiss is **GRANTED**. Plaintiffs' claims against Defendant American Bankers are **DISMISSED WITH PREJUDICE**.

New Orleans, Louisiana, this 25th day of September, 2024.



BRANDON S. LONG
UNITED STATES DISTRICT JUDGE

¹⁵ ECF No. 7.