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BREACH OF CONTRACT VERDICT IN FORREST COUNTY

This case started with a 1957 Chevrolet truck owned by the Defendant. It was in poor condition. In August of 2019, the Defendant took the car to Kars Unlimited for a restoration. The Defendant recalls he was told the restoration would cost \$40,000. The Defendant signed a contract and put down \$20,000. The shop would occasionally call and ask for more money. The Defendant paid \$31,000 a few months later. Then two months later, he paid \$14,000 more and finally, six months after that, \$15,000 more. The Defendant had now paid \$80,000 and still did not have a truck. Moving forward nine months, the Defendant, went to Kars Unlimited, who wanted another \$21,000 to return the car. The Defendant refused to pay anymore and had the truck taken away on a trailer.

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MISSISSIPPI GENERAL
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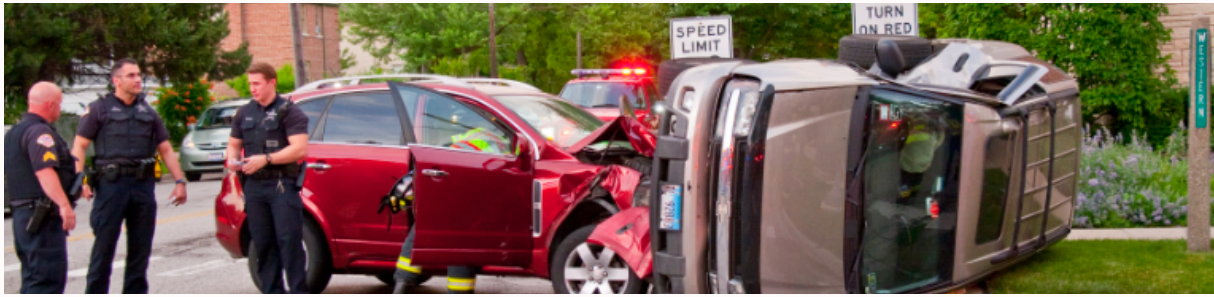
The police were called but nothing arose from it. The Defendant had his truck back and was out \$80,000. However, the truck did not have seats or a windshield and, the engine was not hooked up. The truck had not been restored. Kars Unlimited initiated the litigation and sued the Defendant for breach of contract and quantum merit. The Defendant counter-claimed for breach of contract and breach of the covenant of good faith and fair dealing. Upon a motion by Kars Unlimited, the trial court ruled that the Defendant could not recover compensatory or fraud damages because the Defendant was not present at trial due to health issues. The Defendant's damages would be limited only to the nominal variety. The jury returned a mixed verdict. It rejected the claims for contract and quantum merit presented by Kars Unlimited. However, the verdict was for the Defendant on his breach of contract and breach of a covenant of good faith and fair dealing. He was awarded nominal damages of \$5,000.

Attorney Spotlight



Lyle Robinson

Lyle was born in Atlanta, Georgia, in 1970. He received a Bachelor of Business Administration in Risk Management and Insurance from the University of Georgia in 1992. He received his Juris Doctor magna cum laude from Mississippi College School of Law in 2000. While in law school, he served as the Managing Editor of the Law Review. In addition, he received AmJur Awards in Insurance Law and Secured Transactions, and was awarded an academic scholarship. Lyle is admitted to practice in all state and federal courts in the state of Mississippi, as well as the United States Courts of Appeals for the Fifth and Eleventh Circuits. He is an experienced litigator who specializes in matters that involve complex commercial and tort litigation, insurance coverage disputes, bad faith claims and products liability. Lyle is a member of The Mississippi Bar, the Capital Area Bar Association, the Defense Research Institute and the Mississippi Defense Lawyers Association.



DEFENSE VERDICT ON UNINSURED MOTORIST CASE IN JACKSON COUNTY

A complex ten-year litigation course began with an ordinary event in 2010 in Pascagoula – a motor vehicle collision. The Plaintiff was on Market Street in Pascagoula. The tortfeasor merged into her path. It was a moderate collision. An ambulance came to the scene and the Plaintiff was treated for soft-tissue neck, back and hip pain. The Plaintiff was later identified as suffering from fibromyalgia. She would incur medical bills of some \$13,000.

The Plaintiff first moved against the tortfeasor who paid her \$25,000 policy limits. The Plaintiff then moved against her insurer, State Farm, for UIM coverage. The limits were \$100,000. There was a period of negotiations. Ultimately, State Farm concluded the Plaintiff was fairly compensated by the tortfeasor, that representing the underlying limits and \$10,000 of Med Pay. It did offer her \$1,000 to resolve the UIM claim. In making that decision State Farm had looked to the Plaintiff's extensive preexisting history. She had been involved in injury accidents in 1992, 1994 and 1998, as well as a fall incident. The insurer believed the Plaintiff had suffered only a temporary aggravation of those pre-existing conditions.

The Plaintiff ultimately sued State Farm in 2013 just before the statute of limitations was to run. She presented not only a claim for UIM coverage but also a bad faith count. State Farm moved for summary judgment on bad faith and argued it thoroughly investigated and adjusted the claim. While the parties disagreed over the value of the case, the trial court allowed the underlying UIM case to go forward. That UIM case finally came to trial in 2023 which was nearly 13 years after the initial accident. Despite the complex litigation that preceded it, including the published appellate opinion, the trial itself was not complex and wrapped up in two days. The Plaintiff argued her injuries were linked to the wreck, State Farm by contrast looking to the extensive pre-existing history. If the Plaintiff prevailed at trial, State Farm would be entitled to a \$25,000 set-off (as well as the Med Pay) from any verdict. The court's instructions made clear to the jury it was a contract case about UIM coverage. The court, however, did not describe the amounts of coverage. The jury returned a handwritten verdict for State Farm and the Plaintiff took nothing. The verdict was on causation as the instructions explained that fault was no issue and the jury was to award damages as proven by the Plaintiff. A defense judgment has since been entered.



FIRE LOSS VERDICT IN LINCOLN COUNTY

The Plaintiff worked as a welder for many years. The Plaintiff relied on a 2009 Chevrolet Silverado truck that was modified for welding purposes. He valued it at \$35,000. The Plaintiff was insured with Progressive Gulf Insurance at all relevant times in this case. There was a fire in 2018 and the truck was destroyed. The Plaintiff made a claim with Progressive Gulf. It investigated the matter and wanted to perform an examination of Plaintiff and his wife. Before there was an examination, the Plaintiff sued Progressive Gulf. He presented a simple breach of contract claim, that is, the truck was destroyed by a sudden and accidental fire and he was entitled to the actual cash value. The Plaintiff also presented a bad faith claim. The case moved forward to trial on contract first. Progressive Gulf argued that the fire was suspicious as was as the Plaintiff's finances – there were several years where he did not file tax returns. Thus, its denial of the claim was reasonable. The court's instructions explained that the Plaintiff would prevail if the fire was a "sudden and accidental" event. The instructions also explained that Progressive Gulf had an affirmative defense, namely that the Plaintiff had knowingly concealed or misrepresented facts regarding the fire loss. This jury returned a handwritten verdict for the insurer and the Plaintiff nothing.



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The success we have seen is because of the way we built our practice. It's about more than routine strategies. It's about creative resolutions to difficult legal questions. It's about how we treat our clients and each other and how we work together to build the best possible defense for every single case. It's

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