

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

LETICIA WELLS

CIVIL ACTION

VERSUS

NO. 18-1696

**SOUTHERN FIDELITY INSURANCE
COMPANY**

SECTION “N” (2)

ORDER AND REASONS

Presently before the Court are two motions: (1) Motion to Confirm Appraisal Award (Rec. Doc. 5), filed by Defendant Southern Fidelity Insurance Company (“Southern Fidelity”); and (2) Plaintiff’s Motion to Vacate Appraisal Award (Rec. Doc. 15),¹ filed by Plaintiff Leticia Wells (“Wells”). Both motions are opposed. *See* Rec. Doc 11; Rec. Doc. 24. In addition, relevant to the Motion to Confirm Appraisal Award, Southern Fidelity has filed a reply memorandum (Rec. Doc. 19) to Wells’ opposition memorandum as well as a supplemental memorandum (Rec. Doc. 28) in support of its motion. Having carefully considered the parties’ supporting and opposing submissions, the record, and the applicable law, **IT IS ORDERED** that Southern Fidelity’s Motion to Confirm Appraisal Award (Rec. Doc. 5) is **GRANTED**, and Wells’ Motion to Vacate Appraisal Award (Rec. Doc. 15) is **DENIED**.

Essentially, Wells makes four arguments in her opposition to Southern Fidelity’s motion and in her own Motion to Vacate the Appraisal Award: (1) The outcome of the appraisal is not binding; (2) Southern Fidelity’s appraiser failed to assign actual cash value and loss to each item;

¹ Well’s Motion to Vacate Appraisal Award contains identical arguments to those made in her opposition to Southern Fidelity’s Motion to Confirm Appraisal Award.


(3) The appraisal award was not properly itemized in accordance with the policy; and (4) Southern Fidelity's appraiser was not competent or disinterested. However, the Court finds that Wells' arguments are unconvincing for essentially the reasons stated in Southern Fidelity's memorandum in support of its Motion to Confirm Appraisal Award (Rec. Doc. 5-1) and in its reply memorandum in support of its motion (Rec. Doc. 19). First, the language of the subject policy is not ambiguous as to its binding nature, nor did the appraiser fail to assign actual cash value and amount of loss in the appraisal award in accordance with the terms of the policy and jurisprudence. *See* Rec. Doc. 19. Similarly, Wells' arguments regarding the proper itemization of the appraisal award are unavailing, as the cases that she cites do not hold that "an appraisal award must individually list every minute element of damages." *Id.* at p. 7. Moreover, Wells has not presented the Court with any evidence that indicates that Southern Fidelity's appraiser was not competent or disinterested.

Accordingly;

IT IS ORDERED that Southern Fidelity's Motion to Confirm Appraisal Award (Rec. Doc. 5) is **GRANTED**, and the appraisal award sets the amount of loss payable to Leticia Wells for the claim that was the subject of the appraisal.

IT IS FURTHER ORDERED that Wells' Motion to Vacate Appraisal Award (Rec. Doc. 15) is **DENIED**.

New Orleans, Louisiana, this 14th day of May 2018.


KURT D. ENGELHARDT
UNITED STATES DISTRICT JUDGE