

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

BILLY REAGINS, §
Plaintiff, §
§
VS. § CIVIL ACTION NO. 4:24-CV-01404
§
MERIDIAN SECURITY INSURANCE §
COMPANY, §
Defendant. §

MEMORANDUM OPINION AND ORDER

Pending before the Court is Defendant Meridian Security Insurance Company's Motion for Summary Judgment (Dkt. 30). After careful consideration of the briefing, the record, and the applicable law, the Court **GRANTS** the motion (Dkt. 30).

I. BACKGROUND

This is a first-person insurance dispute removed to this Court by Defendant Meridian Security Insurance Company ("Meridian"). (Dkt. 1). Plaintiff Billy Reagins ("Reagins") was issued an insurance policy by Meridian for a policy period beginning on February 8, 2022, and ending on February 8, 2023. (Dkt. 30 at p. 1). Reagins reported a claim to Meridian under the policy for wind and hail damage to his property which occurred during a storm in March of 2022. (*Id.* at p. 2). Meridian acknowledged the claim the same day and inspected the property the following month. *Id.*

Meridian's estimate to repair or replace the damaged property came in under the policy's deductible. *Id.* In response, Reagins retained counsel and provided Meridian with a much higher estimate from his own consultant ("Quantum's estimate") —which included

line items for the “entry/foyer, master bedroom, bathroom, and another bedroom.” *Id.*; *see also* (*id.* at p. 3). Meridian disputed Quantum’s estimate and requested a reinspection. *Id.*

Meridian conducted another inspection and ultimately paid Reagins under the policy. (*Id.* at p. 3). Still, Reagins replied that he disagreed with the evaluation and communicated that he intended to invoke appraisal. *Id.* Reagins never did invoke appraisal. *Id.* Instead, Reagins brought claims against Meridian for breach of contract, breach of the duty of good faith and fair dealing, deceptive trade practices and unconscionable conduct, violations of Texas Prompt Payment of Claims Act, and violations of Texas Insurance Code. (Dkt. 6 at pp. 7 – 13).

This is the second lawsuit Reagins has brought against Meridian. (Dkt. 30 at p. 3). Reagins’s first lawsuit, brought in March of 2023, involved a first-party property claim arising out of the February 2021 Winter Storm Uri. *Id.* Meridian paid the appraisal award in that matter, and the lawsuit was disposed of when Meridian prevailed on summary judgment. *Id.* The appraisal award in the previous lawsuit “included damages for the interior of the home including the kitchen, living room, dining room, rear entry, master bedroom, master bath, master closet, stairs, back bed closet, plumbing and right elevation.” *Id.*

Meridian now moves for summary judgment, arguing, among other things, that Reagins’s claims against Meridian must be dismissed under the concurrent cause doctrine. (Dkt. 30 at p. 6). Meridian also moves under Rule 56(h) to strike an affidavit attached to

Reagins's response to its motion. (Dkt. 33 at p. 2); *see* (Dkt. 32-3). The Court addresses both requests below.

II. LEGAL STANDARD

Summary judgment is proper when “there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” FED. R. CIV. P. 56(a). A dispute about a material fact is “genuine” if the evidence, taken as a whole, could lead a rational trier of fact to find for the nonmoving party. *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986). Summary judgment “when appropriate, affords a merciful end to litigation that would otherwise be lengthy and expensive.” *Fontenot v. Upjohn Co.*, 780 F.2d 1190, 1197 (5th Cir. 1986). A summary judgment movant who does not bear the burden of persuasion at trial can prevail on the motion by pointing to the non-movant’s lack of evidence to support an essential element of its claim or defense. *Celotex Corp. v. Catrett*, 477 U.S. 317, 325 (1986).

III. ANALYSIS

The Court finds it must grant Meridian’s motion for summary judgment. The affidavit of Brandon Gadrow (“Gadrow”) attached to Reagins’s response must be stricken under the sham-affidavit doctrine. Without the affidavit, Reagins is unable to satisfy his burden of segregating the damage attributable solely to the covered event from other damages. Accordingly, the Court must dismiss this case.

A. Rule 56(h) Sanctions

The Court finds that it must strike Gadrow's affidavit. Affidavits are a permissible and common form of evidence that may be used to oppose a motion for summary judgment. *See Celotex Corp*, 477 U.S. at 323. To be competent summary judgment evidence, an affidavit "must be made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant ... is competent to testify on the matters stated." FED. R. CIV. P. 56(c)(4). However, a party may not manufacture a genuine issue of material fact by submitting an affidavit that impeaches sworn testimony without explanation. *S.W.S. Erectors v. Infax, Inc.*, 72 F.3d 489, 495 (5th Cir. 1996). "If a party submits such a 'sham' affidavit, the Court may properly disregard or strike such an affidavit, grant summary judgment for the movant, and award attorney's fees to the opponent of the submitting party." *Walter v. JPS Aviation, LLC*, No. 15-1938, 2017 U.S. Dist. LEXIS 4166, at *7 (W.D. La. Jan. 10, 2017) (citing *S.W.S. Erectors*, 72 F.3d at 495-96).

Meridian argues that the "blatant contradictions" in Gadrow's affidavit render Reagins's use of such so egregious as to warrant sanctions under Rule 56(h). (Dkt. 33 at p. 2). Rule 56(h) states that "if satisfied that an affidavit or declaration under this rule is submitted in bad faith or solely for delay, the court—after notice and a reasonable time to respond—may order the submitting party to pay the other party the reasonable expenses, including attorney's fees, it incurred as a result. An offending party or attorney may also be held in contempt or subjected to other appropriate sanctions." FED. R. CIV. P. 56(h).

While the Court agrees that it must strike this affidavit, it does not find that any other sanctions are warranted at this time.

This is not the first matter in which the Court has encountered improper conduct from Reagins's counsel, Eric B. Dick—nor is it the first time the Court has encountered Gadrow. *See Roberta Barbara v. AmGuard Insurance Co*, 4:22-cv-002905, Dkt 56 (order striking Brandon Gadrow, Sr. as an expert witness and noting that he had died).¹ Unlike in the previous matter before this Court, Gadrow was properly designated as an expert in this lawsuit. (Dkt. 27 at p. 1). However, the affidavit at issue had never been produced before it was attached to Reagins's response, and—though the affidavit is dated as being sworn on October 8, 2024—it contradicts Gadrow's deposition taken on March 19, 2025. (Dkt. 33 at p. 1); *see also* (*id.* at pp. 3 – 6). Gadrow's contradictory affidavit was provided to both the Court and Meridian for the first time on April 17, 2025. (Dkt. 32-3).

Gadrow's statements in his affidavit directly contradict his sworn deposition testimony without explanation. The sham-affidavit doctrine does not allow a party to

¹ This Court has also noted that “[a] pattern of abusive litigation tactics by Eric Dick and his law firm is now quite apparent.” *Shelby v. AmGuard Insurance Co*, 4:24-cv-01128, Dkt. 39. To that end, Judge Eskridge has noted cases in which Eric Dick was sanctioned or otherwise thwarted. *Id.*; *see Matthew and Monica Dawkins v. Allstate Vehicle and Property Insurance Co*, 4:24-cv-00639, Dkt 32 (show-cause order related to Gadrow); *Burns v. Standard Casualty Company*, No 23-cv-0258 (10th Judicial Dist Ct, Galveston County, Tex Jan 23, 2024) (ordering sanctions against Eric B. Dick and his law firm); *Aleman v. Standard Casualty Co*, No 1188597 (Co Ct at Law No 3, Harris County, Tex, Oct 17, 2023) (final judgment issuing sanctions against Eric B. Dick and his law firm); *Etienne v. State Farm Lloyds*, No 1109021 (Co Ct at Law No 2, Harris County, Tex July 3, 2018) (sanctioning Eric B. Dick for refusing “to participate in an appraisal of Plaintiff's insurance claim,” lodging complaints without evidentiary support, and acting in bad faith); *Nguyen v. Aventus Insurance Company*, No 1100805 (Co Ct at Law No 2, Harris County, Tex Apr 2, 2018) (sanctioning Eric B. Dick for “the filing and maintaining of the groundless and frivolous lawsuit”).

“defeat a motion for summary judgment using an affidavit that impeaches, without explanation, sworn testimony.” *S.W.S. Erectors*, 72 F.3d at 495. Accordingly, the Court must strike this affidavit. The Court does not find any other sanctions to be warranted at this time.

B. Summary Judgment

The Court finds that no genuine issue exists as to any of Reagins’s claims against Meridian, and this lawsuit must therefore be dismissed. “An insured cannot recover under an insurance policy unless it pleads and proves facts that show that its damages are covered by the policy.” *Employers Casualty Co. v. Block*, 744 S.W.2d 940, 944 (Tex. 1988). “When covered and excluded perils combine to cause an injury, the insured must present some evidence affording the jury a reasonable basis on which to allocate the damage.” *Lyons v. Millers Cas. Ins. Co. of Tex.*, 866 S.W.2d 597, 601 (Tex. 1993). “Because an insured can recover only for covered events, the burden of segregating the damage attributable solely to the covered event is a coverage issue for which the insured carries the burden of proof.” *Advanced Indicator & Mfg. v. Acadia Ins. Co.*, 50 F.4th 469, 477 (5th Cir. 2022) (quoting *Dallas Nat'l Ins. Co. v. Calitex Corp.*, 458 S.W.3d 210, 222 (Tex. App. 2015) (internal quotations omitted)).

Meridian asserts that “Plaintiff cannot meet its burden to segregate covered damages from the March 2022 storm from other covered and non-covered damages sustained on another date,” including those damages relating to Winter Storm Uri in February of 2021. (Dkt. 30 at p. 8). Reagins argues that, while his own testimony doesn’t create a fact issue,

“[t]he law does not require policyholders to personally possess expert knowledge about insurance claims.” (Dkt. 32 at p. 4).² Instead, according to Reagins, Quantum’s estimate “actually segregates the damages, demonstrating which damages are attributable to the covered windstorm/hail event.” *Id.*³ The Court disagrees.

Quantum’s estimate does not, in fact, segregate the damages as Reagins asserts. *See* (Dkt. 32-2). As referenced above, the estimate has separate sections for damages to the roof, the entry/foyer, the master bedroom, the master bath, and the back bedroom. *Id.* However, the master bedroom, the master bath, and the back bedroom were also damaged in Winter Storm Uri. (Dkt. 30 at p. 3). Nothing in Quantum’s estimate differentiates between damage from the February 2021 storm and the March 2022 storm.

As the Fifth Circuit has recognized, estimates do not raise a material factual dispute as to coverage where “the estimate does not include an opinion about the causes of the claimed losses and does not attempt to segregate damages between covered and excluded perils.” *Mitchell v. Praetorian Ins. Co.*, No. 24-20205, 2025 U.S. App. LEXIS 6803, *9 (5th Cir. Mar. 24, 2025). Quantum’s estimate does not opine on the causes of any claimed loss and is therefore insufficient to create a fact question. As no facts are before the Court

² Reagins also asserts that Meridian’s argument under the concurrent-cause doctrine “ignores the fact that the burden of proving an exclusion applies falls on the insurer, not the insured.” (Dkt. 32 at p. 5). This is a misstatement of the law. *See Advanced Indicator*, 50 F.4th at 477 (“[T]he burden of segregating the damage attributable solely to the covered event is a coverage issue for which the insured carries the burden of proof.”).

³ The Court notes that Reagins does not cite to Quantum’s estimate anywhere in his argument. *See* (Dkt. 32 at pp. 4 – 5).

demonstrating which of the damages at issue are covered by the policy, there is no genuine issue as to Reagins's breach of contract claim. The claim must be dismissed.

Additionally, Reagins cannot support his claims for breach of the duty of good faith and fair dealing, deceptive trade practices and unconscionable conduct, violations of Texas Prompt Payment of Claims Act, and violations of Texas Insurance Code. These claims are premised on the allegation that Reagins is expected to recover under the Policy; therefore, they must fail with the breach of contract claim. (Dkt. 6 at pp. 7 – 13). Accordingly, the Court holds that no genuine issue exists as to any claim brought by Reagins against Meridian, and the motion must be granted.

IV. CONCLUSION

The Court finds that no genuine issue exists as to any of Reagins's claims against Meridian. Accordingly, the Court **GRANTS** Meridian's Motion for Summary Judgment (Dkt. 30) and **DISMISSES** Reagins's claims.

Final judgment is to follow.

Signed at Houston, Texas on January 20, 2026.



GEORGE C. HANKS, JR
UNITED STATES DISTRICT JUDGE