

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA

MARY GUIDRY

CIVIL ACTION

VERSUS

NO. 23-1286-SDJ

STATE FARM FIRE AND  
CASUALTY COMPANY

CONSENT

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**ORDER**

Before the Court is a Motion *in Limine* on the Issue of Replacement Cost Value (R. Doc. 63) filed by Defendant State Farm Fire and Casualty Company. Plaintiff Mary Guidry filed an Opposition to Defendant's Motion (R. Doc. 69), to which Defendant filed a Reply (R. Doc. 90). For the reasons stated below, Defendant's Motion is **granted**.

**I. RELEVANT FACTUAL AND PROCEDURAL HISTORY**

This matter arises out of a first-party property damage insurance claim made by Plaintiff against Defendant based on property damages allegedly sustained by Plaintiff to her residence on August 29, 2021, as a result of Hurricane Ida.<sup>1</sup> At the time of the storm, that property was subject to a homeowner's policy, Number 18-57-2725-0, issued by Defendant.<sup>2</sup> Plaintiff filed suit in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, on August 8, 2023, alleging, *inter alia*, breach of contract for failure to adequately pay Plaintiff for the damage to her property.<sup>3</sup> Thereafter, on September 11, 2023, Defendant removed the case to this Court, asserting diversity jurisdiction pursuant to 28 U.S.C. § 1332.<sup>4</sup>

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<sup>1</sup> R. Doc. 1-2 at 1.

<sup>2</sup> *Id.*

<sup>3</sup> *Id.* at 1, 4.

<sup>4</sup> R. Doc. 1 at 3.

On October 14, 2025, Defendant filed the instant Motion in Limine, which seeks to limit Plaintiff's recovery to the Actual Cash Value of repairs, rather than the Replacement Cost Value, because Plaintiff failed to complete repairs within the two years allowed under the policy.<sup>5</sup> Plaintiff, on October 23, 2025, filed her Opposition, arguing that Plaintiff should not have to pay out-of-pocket for repairs prior to being compensated by Defendant.<sup>6</sup> On November 5, 2025, Defendant filed a Reply in support of its Motion in Limine.<sup>7</sup>

## II. LAW AND ANALYSIS

### A. Motion in Limine Standard

“It is well settled that motions in limine are disfavored.” *N. Atl. Sec. Co. v. Blache*, No. 19-379, 2025 WL 326070, at \*2 (M.D. La. Jan. 29, 2025) (quoting *Lewis v. Bd. of Supervisors of La. State Univ.*, No. 21-198, 2023 WL 8430364, at \*2 (M.D. La. Dec. 4, 2023)). “Motions in limine are frequently made in the abstract and in anticipation of some hypothetical circumstance that may not develop at trial.” *Id.* (quoting *Collins v. Wayne Corp.*, 621 F.2d 777, 784 (5th Cir. 1980) (superseded on other grounds)). “An order in limine excludes only clearly inadmissible evidence; therefore, evidence should not be excluded before trial unless it is clearly inadmissible on *all* potential grounds.” *Id.* (quoting *Lewis*, 2023 WL 8430364, at \*2). “If the evidence is not clearly inadmissible on all grounds, the better course is for the court to decline to rule in advance of trial so that it will have the opportunity to resolve issues in context.” *Id.* (citing *Lewis*, 2023 WL 8430364, at \*2).

“When ruling on motions in limine, the Court ‘maintains great discretion [as to] evidentiary determinations.’” *Id.* (citing *Lewis*, 2023 WL 8430364, at \*2). The grant or denial of a motion in

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<sup>5</sup> R. Doc. 63 at 1.

<sup>6</sup> R. Doc. 69.

<sup>7</sup> R. Doc. 90.

limine is fully within the discretion of the trial Court. *Hesling v. CSX Transp., Inc.*, 396 F.3d 632, 643 (5th Cir. 2005) (“The grant or denial of a motion in limine is considered discretionary, and thus will be reversed only for an abuse of discretion and a showing of prejudice.”).

### **B. Replacement Cost Value**

Pursuant to *Erie Railroad Co. v. Tompkins*, 304 U.S. 64 (1938), a federal court sitting in diversity jurisdiction applies the substantive law of the forum state. 304 U.S. at 78. “In an action that requires ‘the interpretation of insurance policies issued in Louisiana, Louisiana substantive law governs our decisions.’” *Morris v. State Farm Fire & Cas. Co.*, No. 22-6046, 2024 WL 4017927, at \*4 (W.D. La. Jul 12, 2024) (quoting *Am. Int’l Specialty Lines Ins. Co. v. Canal Indem. Co.*, 352 F.3d 254, 260 (5th Cir. 2003)).

“Replacement cost insurance ‘allows recovery for the actual value of the property at the time of loss, without deduction for deterioration, obsolescence, and similar depreciation of the property’s value.’” *Id.* (quoting *Carey v. United Prop. & Cas. Ins. Co.*, 369 So.3d 1, 7 (La. App. 1 Cir. 2023)). “Essentially, replacement cost insurance ‘cover[s] the difference between what property is actually worth and what it would cost to rebuild or repair that property.’” *Id.* (quoting *Bosse v. Access Home Ins. Co.*, 267 So.3d 1142, 1146 (La. App. 1 Cir. 2018)).

Plaintiff’s homeowner’s policy contains the following provisions:<sup>8</sup>

(1) until actual repair or replacement is completed, we will pay only the actual cash value of the damaged part of the property, up to the applicable limit of liability shown in the Declarations, not to exceed the cost to repair or replace the damaged part of the property;

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(3) to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the property within

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<sup>8</sup> R. Doc. 63-1 at 4; 63-2 at 9 (emphasis omitted).

two years after the date of loss, and notify us within 30 days after the work has been completed . . . .

Defendant has thus far paid Plaintiff \$57,949.46 for hurricane-related damage caused to Plaintiff's property pursuant to her insurance contract.<sup>9</sup>

During her deposition, Plaintiff was questioned about whether she had made any repairs to her residence since Hurricane Ida. Her response was: "No. I've been – I've been living in these conditions for quite a long time ever since the storm."<sup>10</sup> Plaintiff did state that some flooring and sheetrock had been removed by her contractor, but then confirmed that repairs to the floors and sheetrock still have not been made.<sup>11</sup> Thus, all evidence indicates that Plaintiff has made no repairs to her property since Hurricane Ida, and Plaintiff does not refute this assertion in her Opposition.

Additionally, Plaintiff testified that the reason she has not made repairs on her residence was not because she did not have the financial means to do so:<sup>12</sup>

Q: Is it your position today in this deposition that you've not moved forward with any of the repairs to your home because you simply don't have the funds to make the repairs?

A: I have not done the repairs because State Farm has not – I don't want to – I can't say I don't have the funds to do the repairs, no. I can't – I do have funds to repair the home, but I – I don't feel that that's my responsibility to do that until they are prepared to pay me the proper amount for repairs. I don't want to repair something and then they're claiming – their claim would be that nothing was damaged. So until I am assured that they will pay me properly for the damages that occurred from the hurricane, at that point, then I will then do the repairs.

The record evidence, therefore, shows that the reason Plaintiff did not make any repairs to her home was not because she was unable to, but rather that she chose not to, despite having the funds to do so.

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<sup>9</sup> R. Doc. 63-1 at 4. The Court notes, however, that Plaintiff claims damage totaling \$536,357.57. *Id.*

<sup>10</sup> R. Doc. 63-4 at 2 (79:7-10).

<sup>11</sup> *Id.* at 2, 3 (78:20-79:6, 81:13-18; 100:8-14).

<sup>12</sup> *Id.* at 3-4 (101:23-102:16).

The Court recognizes the “prevention of performance” doctrine, which allows an insured to void a limitation in an insurance policy requiring repair of damage within two years, or one similar, “by showing that [she] cannot complete repairs within the imposed contractual period because of the insurer’s underpayment.” *Morris*, 2024 WL 4017927, at \*4 (citing *Marcantel v. State Farm Fire & Cas. Co.*, No. 22-1511, 2024 WL 3157595, at \*2 (W.D. La. Jun. 24, 2024)). “This doctrine is based upon the principle that a promisor who prevents performance cannot then take advantage of that failure.” *Id.* (citing *In re DEEPWATER HORIZON*, 786 F.3d 344, 361 (5th Cir. 2015)).

Courts have made clear, though, that “an insured may not receive replacement costs solely because they expressed a ‘readiness’ to make repairs.” *Morris*, 2024 WL 4017927, at \*5. *See also Versai Mgmt. Corp. v. Clarendon Am. Ins. Co.*, 597 F.3d 729, 737-38 (5th Cir. 2010) (finding plaintiff’s claim for replacement costs properly dismissed because plaintiff’s “readiness” to complete repairs did not trigger the insurer’s duty to pay replacement costs). Similarly, “mere ‘intent to repair or replace the damaged property, in the absence of some countervailing conduct on the part of the insurer, does not trigger the insurer’s obligation to pay replacement costs.’” *Morris*, 2024 WL 4017927, at \*5 (quoting *Carey*, 369 So.3d at 9).

Here, the prevention of performance doctrine is not invoked, as Plaintiff specifically testified that she has the financial ability to repair her home, meaning her failure to complete repairs is not because of any alleged underpayment by Defendant. It also is clear that Plaintiff did not complete repairs of any damage purportedly caused by Hurricane Ida within two years of the date of the loss, as required by her policy. As such, the Court finds that, because Plaintiff failed to comply with the provisions of her homeowner’s insurance policy, she is entitled only to recovery of the Actual Cash Value of repairs. Defendant’s Motion in Limine is granted. *See Versai*, 597

F.3d at 737-38) (upholding district court’s dismissal of plaintiff’s claim for replacement costs because it “has not completed repairs on its property as required by the insurance policy”); *Carey*, 369 So.3d at 11-12 (finding plaintiffs did not complete repairs or replace the damaged parts of their property to sustain a finding of entitlement to replacements costs under their insurance policy). *See also Morris*, 2024 WL 4017927, at \*6 (denying motion for partial summary judgment on claims for replacement cost value where property owner “testified as to her inability to personally fund the repairs” and that “she has not scheduled a date for [a roof] replacement because she cannot afford it”).

### III. CONCLUSION

Accordingly,

**IT IS ORDERED** that Defendant’s Motion *in Limine* on the Issue of Replacement Cost Value (R. Doc. 63) is **GRANTED**.

Signed in Baton Rouge, Louisiana, on April 9, 2026.



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**SCOTT D. JOHNSON**  
**UNITED STATES MAGISTRATE JUDGE**