United States Court of Appeals for the Fifth Circuit

United States Court of Appeals
Fifth Circuit
FILED
November 10, 2026
Thomas B. Plunkett, III
Clerk

No. 25-60625

WENDY GORE,

Plaintiff—Appellant,

versus

STATE FARM FIRE AND CASUALTY COMPANY; JOHN DOES A, B and C,

Defendants—Appellees.

Appeal from the United States District Court
for the Northern District of Mississippi
USDC No. 4:24-CV-27

Before ELROD, *Chief Judge*, RICHMAN and RAMIREZ, *Circuit Judges*.

PER CURIAM:[*]

Wendy Gore appeals the district court's grant of summary judgment dismissing her claims against State Farm for breach of contract, bad faith, misrepresentation, and breach of her right to privacy. The district court determined that there was no genuine dispute of material fact and granted

[*] This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

summary judgment for State Farm as to all claims except for breach of contract of the living expenses provision. We AFFIRM.

I.

On March 9, 2023, Gore's home in Cleveland, Mississippi, caught fire. Gore's home and personal property were insured under a State Farm homeowner's policy. She properly filed her claim with State Farm in the days following the fire, and the parties began the process of revising claim statements. On August 18, 2023, State Farm produced the final estimate of $440,092.84 for the structural damage to her home. A final estimate has not been created for Gore's personal property. State Farm explained that the estimate has not been produced because Gore failed to provide documents that State Farm requested. Nevertheless, Gore has received about $140,000 for her personal property loss.

Gore sued State Farm in the Northern District of Mississippi, asserting that she suffered a total loss of her home and its contents and that she is entitled to the full compensation allowed by her policy coverage.[1] She asserted four claims: (1) a breach of contract claim for failure to pay the full policy coverage under the structural damages provision, the personal property provision, and the living expenses provision; (2) a bad faith claim for State Farm's failure to pay; (3) a misrepresentation claim alleging State Farm made various misrepresentations of material fact; and (4) a claim alleging State Farm's insurance claim process violated her right to privacy.

State Farm moved for summary judgment. In response, Gore entered 1,385 pages of evidence into the record. The district court granted summary judgment as to all claims except for breach of contract for personal living

[1] Gore's policy had a $1,000 deductible and coverage of $508,816.00 for her home, $381,612.00 for personal property, and $152,645.00 for loss of use.

expenses. The district court reasoned that Gore failed to show a genuine issue of material fact existed. Central to this conclusion was an analysis of Gore's failure to marshal evidence. The district court concluded that Gore forfeited her arguments in defense of summary judgment because she failed to provide sufficient citations to the factual matters asserted. Gore now appeals.[2]

II.

"We review grants of summary judgment *de novo*, applying the same standard as the district court." *In re La. Crawfish Producers*, 852 F.3d 456, 462 (5th Cir. 2017) (citing *Templet v. Hydrochem Inc.*, 367 F.3d 473, 477 (5th Cir. 2004)). "The court shall grant summary judgment if the movant shows that 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). Where the non-movant is the one with the burden of proof at trial, the movant can show an absence of evidence, causing the burden to shift to the non-movant to "demonstrat[e] by competent summary judgment proof that there is an issue of material fact warranting a trial." *Lindsey v. Sears Roebuck & Co.*, 16 F.3d 616, 618 (5th Cir. 1994) (quoting *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249 (1986)). Reasonable inferences are viewed in the light most favorable to the non-moving party. *La. Crawfish Producers*, 852 F.3d at 462 (citing *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986)).

III.

[2] We note that while the district court only made a partial grant of summary judgment, Gore stipulated to a voluntary dismissal of her remaining claim. A final judgment was entered on October 16, 2025. Therefore, we have jurisdiction over the appeal of a final judgment.

Gore forfeited her arguments by failing to marshal evidence properly. *Schnell v. State Farm Lloyds*, 98 F.4th 150, 161 (5th Cir. 2024). She added 1,385 pages of documents to the record and only cited to 651 of those pages. The few cites she provided did not satisfy her burden of competent summary judgment evidence creating a genuine issue of material fact. Courts will not "sift through the record in search of evidence to support a party's opposition to summary judgment." *Ragas v. Tenn. Gas Pipeline Co.*, 136 F.3d 455, 458 (5th Cir. 1998). Nevertheless, viewing the limited citations Gore provided in the light most favorable to her, she still failed to meet the non-movant's burden to create a genuine issue of material fact.

Gore primarily relied on photographs of her home in her attempt to create a genuine issue of material fact for her breach of contract claims against State Farm. The elements of a breach of contract claim under Mississippi law are: (1) the existence of a valid and binding contract, (2) breach, and (3) harm. *Bus. Commc'ns, Inc. v. Banks*, 90 So. 3d 1221, 1224–25 (Miss. 2012). The issue is whether failure to pay Gore's requested amount is a breach of the contract.

For the structural damage claim, the arguments hinge on whether Gore's home was a total loss or whether part of the structure was salvageable. State Farm cited to claim notes which stated that the insurance adjuster determined the house was not fully damaged. State Farm also offered an expert witness who had prepared a report concluding that the house was repairable and not fully destroyed, and that State Farm's estimate was appropriate for the damage. On appeal, Gore argues that her case can be proven solely with photographs and lay witness testimony.[3] To establish

[3] In the district court, Gore also cited to the fire department's report, her contract with the construction company, and potential expert witnesses, Fire Chief Matt McNutt and Assistant Chief Gentle Calhoun. This evidence is still insufficient to create a genuine

structural damage to a home, an expert witness is required. *Jackson v. State Farm Fire & Cas. Co.*, No. 1:23-CV-24, 2024 WL 1183670, at *7 (S.D. Miss. Mar. 19, 2024); *Robinson-Lewis v. State Farm Fire & Cas. Co.*, No. 1:22CV186-LG-RPM, 2023 WL 7929006, at *2–4 (S.D. Miss. June 5, 2023); *O'Neil v. Allstate Prop. & Cas. Ins. Co.*, No. 5:17-CV-70-KS-MTP, 2018 WL 4001978, at *5 (S.D. Miss. June 25, 2018). Therefore, the district court correctly granted summary judgment as to the structural loss.

As for Gore's claim of a breach of contract of the personal property provision, State Farm explained that additional benefits were not given to Gore because she failed to comply with the full documentation process for certain items. The State Farm policy required Gore to "prepare an inventory of damaged or stolen personal property. . . attaching all bills, receipts, and related documents that substantiate the figures in the inventory[.]" Gore has only provided a spreadsheet with some screenshots of online pricing and has declined to provide complete information about her income. This documentation is not sufficient to prove ownership. "Under Mississippi caselaw, an insured's failure to provide requested financial information to an insurance company that is adjusting a claim may lead to a denial of the claim." *McPhail v. State Farm Fire & Cas. Co.*, No. 92-7444, 1993 WL 152061, at *3 (5th Cir. April 30, 1993). There is no breach of contract claim on State Farm's behalf for the personal property provision when Gore failed to comply with the contract by providing documentation as requested.

Gore alleged that State Farm's denial of her claim was made in bad faith. For a claim of bad faith under Mississippi law, a plaintiff "must show that the insurer denied the claim (1) without an arguable or legitimate basis,

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dispute of material fact. The fire department report and the contract for construction made no statement regarding the extent of the damage to her home.

either in fact or law, and (2) with malice or gross negligence in disregard of the insured's rights." *U.S. Fid. & Guar Co. v. Wigginton*, 964 F.2d 487, 492 (5th Cir. 1992) (internal citation omitted). Bad faith requires that the contract be breached. *Essinger v. Liberty Mut. Fire Ins. Co.*, 529 F.3d 264, 271 (5th Cir. 2008). Because the district court correctly found no genuine issue of material fact for Gore's breach of contract claims, Gore's bad faith claim also does not survive summary judgment.

On appeal, Gore asserts a negligent misrepresentation claim.[4] Yet Gore does not identify a particular misrepresentation or identify damages suffered as a direct and proximate result as required to establish a prima facie case of negligent misrepresentation under Mississippi law. *Skrmetta v. Bayview Yacht Club, Inc.*, 806 So. 2d 1120, 1124 (Miss. 2002) (quoting *Spragins v. Sunburst Bank*, 605 So. 2d 777, 780 (Miss. 1992)). Therefore, the district court correctly granted summary judgment as to Gore's misrepresentation claim.

Gore also claimed that State Farm breached her constitutional right to privacy by demanding her income and tax information. Under Mississippi law, an insurance company may inquire into the insured's financial status when adjusting a claim. *See Allison v. State Farm Fire & Cas. Co.*, 543 So. 2d 661, 663 (Miss. 1989) (upholding a grant of summary judgment where the insureds failed to answer questions or release documents relating to their financial status). The district court correctly found that Gore offered no evidence as to whether State Farm's request was unreasonable and an unconstitutional invasion of her right to privacy. *See Celetox Corp. v. Catrett*, 477 U.S. 317, 322 (1986) (holding that FRCP 56 "mandates the entry of

[4] Gore argued fraudulent misrepresentation in the district court. Here we examine her revised claim of negligent misrepresentation because even under that lesser standard, her claim fails to make out a prima facie case.

summary judgment . . . against a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial").

Gore failed to meet the non-movant's burden to create a genuine issue of material fact as to each of her claims against State Farm. Therefore, the district court's grant of summary judgment is AFFIRMED.