

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

March 27, 2023

Lyle W. Cayce
Clerk

No. 22-50556

CHURCH OF THE OPEN DOOR OF WACO,

Plaintiff—Appellee,

versus

CHURCH MUTUAL INSURANCE COMPANY,

Defendant—Appellant.

Appeal from the United States District Court
for the Western District of Texas, Waco Division
USDC No. 6:19-CV-00559

Before CLEMENT, OLDHAM, and WILSON, *Circuit Judges.*

PER CURIAM:*

The Church of the Open Door of Waco sought benefits under an insurance policy issued by Church Mutual Insurance Company after the Church's building sustained damage during a 2018 hailstorm. Both parties had the property inspected, resulting in drastically different damage and

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

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repair estimates. But Church Mutual denied benefits under the policy, as its estimates for repairing the roof fell under the policy deductible.

The Church sued in Texas state court, alleging breach of the policy, breach of the common-law duty of good faith and fair dealing, and violations of the Texas Insurance Code and the Texas Deceptive Trade Practices Act. Church Mutual removed the case to federal court, and the case was tried before a jury, which returned a mixed verdict and awarded the Church \$285,000 for breach of the policy. The jury also awarded the Church \$115,000 in extracontractual damages.

After trial, the district court entered an order awarding the Church attorney fees and costs. After entry of final judgment, Church Mutual filed a renewed motion for judgment as a matter of law, an alternative motion to amend or alter judgment, and a motion for new trial or for remittitur and reconsideration. The district court largely denied the motions. Church Mutual timely appealed, asserting: (1) the amount the jury awarded for the contract claim is excessive; (2) the judgment should not include any award for extracontractual damages; and (3) some of the costs assessed against Church Mutual are not recoverable as a matter of law. Church Mutual does not challenge the jury's finding that it breached its contract and is liable to the Church.

After review of the briefs and record, hearing argument from the parties, and in view of the deference owed to jury verdicts, we conclude that the district court thoroughly considered Church Mutual's motions and committed no reversible error. Accordingly, we AFFIRM.