

United States Court of Appeals for the Fifth Circuit

No. 26-30068
Summary Calendar

United States Court of Appeals
Fifth Circuit

FILED

October 23, 2026

Thomas B. Plunkett, III
Clerk

RAVEON WARD, *on behalf of* E & T GRILL,

Plaintiff—Appellant,

versus

STATE FARM FIRE & CASUALTY COMPANY,

Defendant—Appellee.

Appeal from the United States District Court
for the Western District of Louisiana
USDC No. 3:24-CV-1509

Before HAYNES, GRAVES, and RAMIREZ, *Circuit Judges*.

PER CURIAM:*

This case arises from an insurance dispute between appellant, Raveon Ward, and her business's insurer, State Farm Fire and Casualty Company. Following a fire which damaged her business, E&T Grill and Restaurant, LLC, Ward sued State Farm for failing to adequately pay for damages to E&T

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

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Grill. The district court granted State Farm's unopposed motions for summary judgment. We AFFIRM.

I.

On June 1, 2024, E&T Grill caught fire and was damaged. E&T Grill is a limited liability company of which Ward is listed as the sole member and manager.¹ State Farm insured E&T Grill at the time of the fire and neither Ward nor any other entity or person was listed as a named insured or additional insured in the insurance policy. Following the fire, Ward filed a claim with State Farm. Following its inspection of the damaged premises and review of E&T Grill financial statements documenting loss of income, State Farm issued several payments to E&T Grill: (1) \$892.67 to cover damage to the insured premises; (2) \$3,152.29 to cover loss of income; and (3) an additional payment of \$2,213.22.

Unsatisfied with the payments, on September 18, 2024, Ward sued State Farm for failing to adequately compensate her for her losses. Notably, Ward's complaint concerns her individual losses, rather than E&T Grill's, requesting damages in the amount of \$70,000.00 for her loss of income, as well as alleging that State Farm's refusal to compensate her for covered losses was arbitrary and capricious, and further impacted her standard of living. In response, State Farm filed three motions for summary judgment seeking dismissal of all of Ward's claims against it. The motions were unopposed.

The district court granted State Farm's motions, holding (1) Ward did not have the capacity to sue on behalf of E&T Grill; (2) that E&T Grill could

¹ On May 15, 2024, and therefore prior to the fire described herein, the Louisiana Secretary of State revoked E&T Grill's status as an LLC because the company failed to file requisite annual reports.

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not sue on its own behalf since it is a revoked LLC; (3) that Ward could not recover because she was not a named insured under the policy; and (4) State Farm had not acted in bad faith by not further compensating Ward or E&T Grill. Ward timely appealed.

II.

We review a grant of summary judgment de novo, applying the same standard as the district court. *Aguirre v. City of San Antonio*, 995 F.3d 395, 405-06 (5th Cir. 2021). Summary judgment is proper “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). We view the facts in the light most favorable to the nonmovant and draw all reasonable inferences in her favor. *Joseph ex. rel. Est. of Joseph v. Bartlett*, 981 F.3d 319, 325 (5th Cir. 2020).

III.

Ward’s arguments on appeal seeking reversal of the district court’s grant of summary judgment are waived because she failed to oppose State Farm’s motions in the district court. It is “well settled in this Circuit that the scope of appellate review on a summary judgment order is limited to matters presented to the district court.” *Keelan v. Majesco Software, Inc.*, 407 F.3d 332, 339 (5th Cir. 2005). Further, if “a party fails to assert a legal reason why summary judgment should not be granted, that ground is waived and cannot be considered or raised on appeal.” *Vaughner v. Pulito*, 804 F.2d 873, 87 n.2 (5th Cir. 1985). Ward raised no arguments opposing State Farm’s motions for summary judgment in the district court; therefore, we do not consider her arguments raised for the first time on appeal.

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Under de novo review, we are tasked with assessing whether “[t]he movant has [met] the burden of establishing the absence of a genuine issue of material fact . . . regardless of whether any response was filed.” *Hetzel v. Bethlehem Steel Corp.*, 50 F.3d 360, 362 n.3 (5th Cir. 1995) (quotation marks and citation omitted). We agree with the district court that State Farm has satisfied its burden. Specifically, summary judgment is appropriate here because Ward cannot sue on behalf of E&T Grill and, even if she could, no evidence establishes that State Farm was required to compensate E&T Grill beyond what it has already paid.

First, the district court correctly found that Ward lacked capacity to sue on behalf of E&T Grill. “An action must be prosecuted in the name of the real party in interest.” Fed. R. Civ. P. 17(a). Louisiana law governs the question of Ward’s capacity to sue on behalf of E&T Grill because this suit was filed in a district court in Louisiana. *Id.* at 17(b)(3). Under Louisiana law, “members of a limited liability company have no right to sue personally for damages to limited liability company property.” *Pocket Billiards & Bar, LLC v. Fast & Affordable Coll. Student Movers, Inc.*, 2022-0109 (La. App. 4 Cir. 08/10/22); 346 So. 3d 399, 404 (quoting *Zeigler v. Hous. Auth. Of New Orleans*, 12-1168, p. 8 (La. App. 4 Cir. 4/24/13), 118 So. 3d 442, 450). Ward, as the sole member and manager of E&T Grill, sued State Farm “on behalf of” her company. Under Louisiana law, this is prohibited. *Pocket Billiards & Bar*, 346 So. 3d at 404. Ward therefore does not have capacity to bring this suit on behalf of E&T Grill.

Second, even if Ward had the capacity to sue on behalf of E&T Grill, she could not recover for her *personal* loss of income because the evidence establishes that (1) the insurance policy covers losses sustained by E&T Grill only, and (2) State Farm has paid E&T Grill for its losses. The insurance policy here provides that State Farm “will pay for the actual ‘Loss of Income’ you sustain due to the necessary ‘suspension’ of your ‘operations’ during the

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‘period of restoration.’” The terms “you” and “your” refer to the named insured: E&T Grill. The policy therefore does not cover *Ward’s* loss of income. Ward produced her personal tax returns which, for the reasons explained, are irrelevant. Ward has provided no other evidence establishing that State Farm was required to further compensate E&T Grill for its loss of income beyond what the insurance company has already paid. State Farm has satisfied its burden of showing the absence of evidence supporting Ward’s claim. *See Condrey v. SunTrust Bank of Georgia*, 431 F.3d 191, 197 (5th Cir. 2005). The burden then shifted to Ward to provide evidence supporting her claims. *Id.* Because Ward has not done so, the district court’s decision to grant summary judgment to State Farm on all loss of income claims was correct.²

Finally, the district court correctly dismissed Ward’s bad faith claims. Though the parties dispute whether Arkansas or Louisiana law applies, the result remains unchanged: no evidence establishes that State Farm engaged in bad faith in refusing to further compensate E&T Grill. Under Arkansas law, an insurance company engages in bad faith when it “affirmatively engages in dishonest, malicious, or oppressive conduct in order to avoid a just obligation to its insured.” *4 Star Gen. Contracting, Inc. v. United Fire & Cas. Co.*, No. 2:22-CV-02036, 2022 WL 2980699, at *2 (W.D. Ark. July 27, 2022) (quoting *State Auto Prop. & Cas. Ins. Co. v. Swaim*, 991 S.W.2d 555, 559 (Ark. 1999)). As stated, Ward is not insured under the policy. State Farm is. Therefore, under Arkansas law, Ward may not bring her bad faith claims.

² Even assuming that E&T Grill could and did sue on its own behalf, it would not change the result because State Farm has paid E&T Grill for its losses and neither Ward nor E&T Grill have provided additional evidence establishing that State Farm’s payments were incomplete or inadequate to compensate E&T Grill.

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Nor may Ward recover under Louisiana law. Louisiana Revised Statute § 22:1892 requires insurers to “pay the amount of any claim due any insured within thirty days after receipt of satisfactory proof of loss from the insured or any party in interest.” La. R.S. § 22:1892. If the insurer’s failure to pay is “arbitrary, capricious, or without probable cause,” the insurer is subject to a bad faith penalty. *First United Pentecostal Church v. Church Mut. Ins. Co.*, 119 F.4th 417, 427 (5th Cir. 2024). However, where there are “substantial, reasonable and legitimate questions as to the extent of an insurer’s liability or an insured’s loss, failure to pay within the statutory time period is not arbitrary, capricious or without probable cause.” *Id.* at 428. Here, Ward has presented no evidence establishing that State Farm’s refusal to further pay E&T Grill was “arbitrary, capricious, or without probable cause.” *Id.* at 427. State Farm considered the damage to the premises of E&T Grill, reviewed financial documents establishing E&T Grill’s loss of income, and provided payments to compensate the business for its losses. Neither Ward nor E&T Grill provided any other evidence establishing that E&T Grill sustained losses that were not compensated by State Farm’s payments.

IV.

Because Ward lacked capacity to sue on behalf of E&T Grill and no evidence establishes that State Farm was required to further compensate E&T Grill for its losses, we AFFIRM the district court’s grant of summary judgment.