

Constanza v. Sparta Ins. Co.

United States District Court for the Eastern District of Louisiana

February 19, 2026, Decided; February 19, 2026, Filed

CIVIL ACTION CASE NO. 24-871 SECTION: "G"(5)

Reporter

2026 U.S. Dist. LEXIS 81508 *; 2026 LX 151153

ERICA DANDRY CONSTANZA, ET AL. VERSUS SPARTA INSURANCE COMPANY, ET AL.

Core Terms

collateral source, collateral source rule, asbestos

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Judges: NANNETTE JOLIVETTE BROWN, UNITED STATES DISTRICT JUDGE.

Opinion by: NANNETTE JOLIVETTE BROWN

Opinion

ORDER AND REASONS

Before the Court is Plaintiffs Erica Dandry Constanza and Monica Dandry Hallner's (collectively, "Plaintiffs") Motion in Limine to Exclude Questions or Comments Concerning Collateral Sources of Income or Payments.¹ In this litigation, Plaintiffs allege Decedent Michael P. Dandry, Jr. ("Decedent"), while an employee for Huntington Ingalls Incorporated's ("Avondale"),² was

¹ Rec. Doc. 357.

exposed to asbestos and asbestos-containing products manufactured, distributed, sold, and/or handled by Avondale and other parties.³ Plaintiffs allege this exposure caused and/or contributed to Decedent's development of mesothelioma and, ultimately, his death.⁴ Plaintiffs move the Court to issue an Order precluding any questions or comments before the jury regarding collateral sources of income or payments.⁵ Defendants Paramount Global ("Westinghouse")⁶ and Avondale oppose the motion.⁷ Considering the motion, the memoranda in support [*19] and in opposition, the record, and the applicable law, the Court grants the motion and excludes any collateral source evidence to the extent it does not fall within an exception to the collateral source rule. If any defendant believes that collateral source evidence is admissible under an exception to that rule, they may raise this issue at trial outside the presence of the jury.

I. Background

Plaintiffs allege Decedent was employed in various positions by Avondale between June 1, 1971, and August 16, 1971.⁸ During that time, Plaintiffs claim Decedent was exposed to asbestos and asbestos-containing products on Avondale's premises.⁹ Plaintiffs further assert Decedent was exposed to asbestos carried home from his work at Avondale on his person, clothing, and other items.¹⁰ Plaintiffs argue, as a result of breathing in these asbestos fibers, Decedent later developed mesothelioma and other ill health effects, ultimately resulting in Decedent's death.¹¹ Plaintiffs contend Defendants had "care, custody, and control of the asbestos, which asbestos was defective and which presented an unreasonable risk of harm, which asbestos resulted in the injury of [Decedent] and for which these defendants are [*20] strictly liable under Louisiana law."¹² Plaintiffs claim "Avondale and its executive officers [] are answerable for the conduct of those handling asbestos products on their premises" and that "Avondale failed to exercise reasonable care for the safety of persons on or around their property" for which there were clear "standards" requiring protection for workers.¹³

Plaintiffs also name numerous additional defendants who were in the business of "manufacturing, fabricating, selling and/or distributing asbestos containing products."¹⁴ Plaintiffs allege that these defendants "sold, installed, removed and/or abated these products to and/or at Avondale," and Decedent was exposed to asbestos containing products as a result.¹⁵ Further, Plaintiffs allege

² Huntington Ingalls, Inc. was formerly known as: Northrop Grumman Shipbuilding, Inc., Northrop Grumman Ship Systems, Inc., Avondale Industries, Inc., Avondale Shipyard Inc., and Avondale Marine Ways, Inc.

³ Rec. Doc. 1-3 at 2. In addition to Avondale, Plaintiffs also named SPARTA Insurance Company, Bayer CropScience, Inc., Foster-Wheeler, LLC, General Electric Company, Hopeman Brothers, Inc., Taylor-Seidenbach, Inc., Paramount Global, Uniroyal, Inc., International Paper Company, Eagle, Inc., Uniroyal Holding, Inc., and Liberty Mutual Insurance Company as defendants.

⁴ *Id.*

⁵ Rec. Doc. 357.

⁶ Paramount Global was formerly known as: ViacomCBS Inc., CBS Corporation, a Delaware corporation, Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, and Westinghouse Electric Corporation.

⁷ Rec. Docs. 411, 435.

⁸ Rec. Doc. 1-3 at 2.

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.* at 4.

¹² *Id.* at 5.

¹³ *Id.*

¹⁴ *Id.* at 18.

that these asbestos containing products were "unreasonably dangerous per se, were defective in design, and constituted a breach of warranty from said manufacturers."¹⁶

Trial in this matter is set to begin on March 9, 2026. On November 19, 2025, Plaintiffs filed the instant motion.¹⁷ On November 24, 2025, Avondale and Westinghouse both opposed the motion.¹⁸ On December 3, 2025, Plaintiffs filed a reply brief in further support of the [*21] motion.¹⁹

II. Parties' Arguments

A. Plaintiffs' Arguments in Support of the Motion

Plaintiffs move the Court to issue an Order precluding any questions or comments before the jury regarding collateral sources of income or payments.²⁰ Plaintiffs state that the collateral source rule prohibits a tortfeasor from taking advantage of the plaintiff's compensation from an independent source.²¹ Plaintiffs contend that such independent sources include "income received from pensions, Social Security disability benefits, insurance benefits, and even Medicare."²² Plaintiffs conclude that questions or comments involving those independent sources of income must be precluded in this matter.²³

B. Westinghouse and Avondale's Arguments in Opposition to the Motion

Westinghouse and Avondale both argue that the motion should be denied as premature and vague.²⁴ They assert that collateral source evidence is admissible in certain circumstances.²⁵ They contend that Medicaid payments are not subject to the collateral source rule because a plaintiff is not entitled to collect Medicaid write-off amounts as damages under Louisiana law.²⁶ They also point out that collateral source evidence may be introduced for impeachment [*22] purposes.²⁷

C. Plaintiffs' Arguments in Further Support of the Motion

¹⁵ *Id.* at 19.

¹⁶ *Id.*

¹⁷ Rec. Doc. 357.

¹⁸ Rec. Docs. 411, 435.

¹⁹ Rec. Doc. 454.

²⁰ Rec. Doc. 357-1.

²¹ *Id.* at 2.

²² *Id.* at 5.

²³ *Id.* at 6.

²⁴ Rec. Docs. 411, 435.

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.*

In reply, Plaintiffs contend that defendants have failed to show that evidence regarding collateral sources in this case would in fact prove bias or prejudice.²⁸ Plaintiffs assert that collateral source evidence should be excluded because it would cause unfair prejudice, confuse the issues, and mislead the jury.²⁹

III. Legal Standard

Pursuant to Federal Rule of Evidence 409, "[e]vidence of furnishing, promising to pay, or offering to pay medical, hospital, or similar expenses resulting from an injury is not admissible to prove liability for the injury." Under Louisiana law, the collateral source rule provides that "an injured plaintiff's tort recovery may not be reduced[] because of monies received by the plaintiff from sources independent of the tortfeasor's procurement or contribution."³⁰ Under this doctrine, "the payments received from the independent source are not deducted from the award the [plaintiff] would otherwise receive from the [tortfeasor]."³¹ The underlying rationale is that "a tortfeasor should not benefit by a reduction in damages from outside benefits provided to the plaintiff."³² The collateral source rule "operates to exclude [*23] evidence of collateral benefits because it may unfairly prejudice the jury."³³

The Louisiana Supreme Court articulated one exception to the collateral source rule in *Hoffman v. 21st Century North American Insurance Co.*³⁴ In that case, the plaintiff's attorney negotiated a discount on the client's medical bills.³⁵ The court declined to apply the collateral source rule to the attorney-negotiated discount.³⁶ Indeed, the court reasoned that "allowing the plaintiff to recover an amount for which he has not paid, and for which he has no obligation to pay, is at cross purposes with the basic principles of tort recovery in our Civil Code."³⁷ The court concluded that a defendant cannot be "held responsible for any medical bills or services the plaintiff did not actually incur and which the plaintiff need not repay."³⁸

The Louisiana Supreme Court articulated another exception to the collateral source rule in *Simmons v. Cornerstone Investments, LLC*.³⁹ In that case, the plaintiff suffered an injury while working for Cintas Corporation.⁴⁰ The plaintiff's medical expenses totaled \$24,435, but that amount was reduced to \$18,435 (a \$6,000 reduction) under the Louisiana Workers' Compensation Act.⁴¹ The [*24] legal issue was whether the plaintiff could recover the "written off" amount of \$6,000.⁴² The court held that the \$6,000 reduction entailed

²⁸ Rec. Doc. 454 at 3-4.

²⁹ *Id.* at 3.

³⁰ [Bozeman v. State, 03-1016, p. 9 \(La.7/2/04\); 879 So. 2d 692, 698.](#)

³¹ *Id.*

³² [Dupont v. Costco Wholesale Corp., No. CV 17-4469, 2019 WL 5959564, at *2 \(E.D. La. Nov. 13, 2019\)](#) (Lemmon, J.) (citing [Bozeman, 879 So. 2d at 698](#)).

³³ [Trico Marine Assets Inc. v. Diamond B Marine Servs. Inc., 332 F.3d 779, 794 n.7 \(5th Cir. 2003\).](#)

³⁴ [2014-2279 \(La. 10/2/15\), 209 So. 3d 702, 704.](#)

³⁵ *Id.* at 706.

³⁶ *Id.*

³⁷ *Id.*

³⁸ *Id.*

³⁹ [2018-0735 \(La. 5/8/19\), 282 So. 3d 199.](#)

⁴⁰ *Id.* at 200.

⁴¹ *Id.*

a "phantom charge" that the plaintiff never needed to pay back.⁴³ For that reason, the Court held that the collateral source rule was inapplicable to the \$6,000 phantom charge.⁴⁴

IV. Analysis

Plaintiffs seek to exclude all questions or comments regarding collateral sources of income. Westinghouse and Avondale respond that Louisiana law permits the introduction of collateral source evidence in certain circumstances.

The Court must analyze the *specific* nature of the received income or funds to determine whether the collateral source rule excludes such income or funds.⁴⁵ For instance, evidence of some insurance payments is inadmissible under the collateral source rule,⁴⁶ but payments concerning "attorney-negotiated write-offs or discounts" are not excluded by the collateral source rule.⁴⁷

Westinghouse and Avondale have not specified what collateral source payments they intend to introduce at trial or explained how any collateral source evidence would fall within an exception to the collateral source rule. Therefore, the Court excludes any [*25] collateral source evidence to the extent it does not fall within an exception to the collateral source rule. If any defendant believes that collateral source evidence is admissible under an exception to the collateral source rule, they may raise this issue at trial outside the presence of the jury.

Accordingly,

IT IS HEREBY ORDERED that Plaintiffs' Motion in Limine to Exclude Questions or Comments Concerning Collateral Sources of Income or Payments⁴⁸ is **GRANTED**. The Court excludes any collateral source evidence to the extent it does not fall within an exception to the collateral source rule. If any defendant believes that collateral source evidence is admissible under an exception to that rule, they may raise this issue at trial outside the presence of the jury.

NEW ORLEANS, LOUISIANA, this 19th day of February, 2026.

/s/ Nannette Jolivette Brown

NANNETTE JOLIVETTE BROWN

UNITED STATES DISTRICT JUDGE

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⁴² *Id.* at 204.

⁴³ *Id.*

⁴⁴ *Id.*

⁴⁵ See e.g., [Bozeman](#), 879 So. 2d at 698; [Hoffman](#), 209 So. 3d at 706; [Simmons](#), 282 So. 3d at 204.

⁴⁶ [Bozeman](#), 879 So. 2d at 698.

⁴⁷ [Hoffman](#), 209 So. 3d at 706.

⁴⁸ Rec. Doc. 357.