IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

DANIELLE BRIGHTMAN,	§	
	§	
Plaintiff,	§	
	§	
v.	§	**Civil Action No. 3:24-CV-02886-L-BT**
	§	
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,	§	
	§	
	§	
	§	
Defendant.	§	

ORDER

On January 21, 2026, the Findings, Conclusions and Recommendation of the United States Magistrate Judge ("Report") (Doc. 7) was entered, recommending that the court **grant** Defendant State Farm Mutual Automobile Insurance Company ("Defendant" or "State Farm") Rule 12(b)(6) Motion to Dismiss ("Motion") (Doc.21) and dismiss Plaintiff Danielle Brightman's ("Plaintiff" or "Ms. Brightman") claims without prejudice. The magistrate judge determined that Defendant's Motion should be granted and Plaintiff's claims should be dismissed without prejudice. No objections to the Report have been filed, and the 14-day period to object after service of the Report has passed. *See* Fed. R. Civ. P. 72(b)(1)(2); 28 U.S.C. § 636(b)(1)(C). Ms. Brightman did file a Second Amended Complaint on January 27, 2026, and a request to amend her Complaint (Doc. 32) ("Request") on February 6, 2026.

Magistrate Judge Rebecca Rutherford determined that Plaintiff's claims should be dismissed because "Texas law generally bars an injured third-party from suing a liability insurer directly." Report at 1. The court **agrees**.

Plaintiff's claim arises from an automobile accident, in which, she argues, the other driver—insured by Defendant—was at fault and Defendant failed to fully pay for her losses. *Id.* Magistrate Judge Rutherford notes that "in Texas, an injured party—like Plaintiff—cannot sue the at-fault party's insurance company directly except in some cases." *Id.* at 2-3 (citing *Petty v. Great W. Cas. Co.*, 783 F. App'x 414, 415 (5th Cir. 2019)). Such a suit is only permissible "if: (1) the insurance company is by statute or contract directly liable to the person injured or damaged; or (2) the tortfeasor's liability has been finally determined by agreement or judgment." *Id.* at 3 (citing Tex. R. Civ. P. 38(c), 51(b); *Angus Chem. Co. v. IMC Fertilizer, Inc.*, 939 S.W.2d 138, 138 (Tex. 1997) (per curiam)). Plaintiff did not allege that Defendant is directly liable to her by statute or contract; nor did she plead that the other driver's liability has been determined by a final judgment or otherwise. Magistrate Judge Rutherford found that Plaintiff has not shown standing to bring a direct action against Defendant. *Id.* at 3-4.

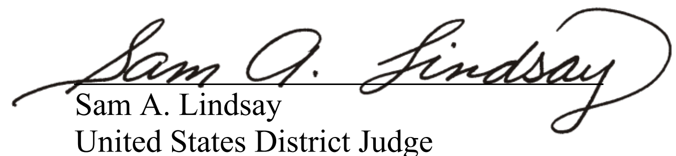
As Plaintiff "has already filed an amended complaint, and her claims are still fatally infirm," Magistrate Judge Rutherford found that granting leave to amend would be futile and cause unnecessary delay in resolving this action. *Id.* at 4. Therefore, Magistrate Judge Rutherford recommends that Plaintiff's case be dismissed without prejudice.

Plaintiff's Second Amended Complaint and request to amend her Complaint were filed after the Report. In Plaintiff's Second Amended Complaint, she does not assert that Defendant's liability has been finally determined by agreement or judgment, but she does list her claims are under Texas Insurance Code § 541.001 and Texas common law; however, as Magistrate Judge Rutherford had noted "A third-party tort claimant in Texas also has no direct cause of action for extra-contractual liability against a liability insurer (i) at common law, (ii) under the Texas Deceptive Trade Practices–Consumer Protection Act, or (iii) under the Texas Insurance Code." *Id.*

at 3 (citing *Jones v. CGU Ins. Co.*, 78 S.W.3d 626, 629 (Tex. App.—Austin 2002, no pet.) (citing *Allstate Ins. Co. v. Watson*, 876 S.W.2d 145, 149 (Tex. 1994))). Accordingly, the court finds that granting leave to amend would be futile and cause needless delay.

After considering the pleadings, file, record, Report, and applicable law, the court **determines** that the findings and conclusions of the magistrate judge are correct, and **accepts** them as those of the court. Accordingly, the court **grants** Defendant's Motion, **dismisses without prejudice** Plaintiff's claims, and grants Plaintiff's Request to amend her complaint. The court **directs** the clerk of court to file Plaintiff's Third Amended Complaint.

It is so ordered this 31st day of March, 2026.



Sam A. Lindsay
United States District Judge

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DANIELLE BRIGHTMAN,	§	
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Plaintiff,	§	
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v.	§	No. 3:24-cv-02886-L-BT
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STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,	§	
	§	
Defendant.	§	

FINDINGS, CONCLUSIONS, AND RECOMMENDATION
OF THE UNITED STATES MAGISTRATE JUDGE

Defendant State Farm Mutual Automobile Insurance Company moves to dismiss this *pro se* civil action brought by Plaintiff Danielle Brightman to recover damages sustained in an automobile accident allegedly caused by State Farm's insured. Because Texas law generally bars an injured third-party from suing a liability insurer directly, the District Judge should **GRANT** State Farm's Motion (ECF No. 21) and **DISMISS** this action without prejudice.

Background

This lawsuit arises out of an automobile accident that occurred on August 22, 2023. Am. Compl. (ECF No. 25); *see also* Compl. (ECF No. 1). Plaintiff contends that the other driver—insured by State Farm—was at fault and that State Farm failed to fully compensate Plaintiff for her losses. *Id.* Plaintiff asserts claims against State Farm for violating the Texas Insurance Code, breach of contract, and bad

faith. *See* Am. Compl. (ECF No. 25); Compl. (ECF No. 1). She seeks $975,000 in compensatory damages for herself and her child, as well as punitive damages. Compl. at 10 (ECF No. 1); Civil Cover Sheet (ECF No. 13).

State Farm moved to dismiss under Rule 12(b) arguing that Plaintiff's lawsuit should be dismissed because she lacks standing, fails to plead facts supporting the essential elements of her claims, and fails to plead a claim upon which relief may be granted. *See generally* Mot. Dismiss (ECF No. 21). Plaintiff filed a response (ECF No. 26) and an amended complaint (ECF No. 25). Even liberally construing these filings, Plaintiff fails to show that she has standing to sue State Farm.

Legal Standards and Analysis

Because Plaintiff proceeds *pro se*, the Court construes her pleadings liberally. *Erickson v. Pardus*, 551 U.S. 89, 94 (2007). Even so, a complaint must allege facts that state a plausible claim for relief. Fed. R. Civ. P. 8; *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citing *Twombly*, 550 U.S. at 556).

Texas is not a direct-action state.[1] That is, in Texas, an injured party—like Plaintiff—cannot sue the at-fault party's insurance company directly except in

[1] The Fifth Circuit regards the availability of a direct action against an insurer as a question of substantive law that requires a court sitting in diversity jurisdiction to

some cases. *See also Petty v. Great W. Cas. Co.*, 783 F. App'x 414, 415 (5th Cir. 2019) ("Texas law generally does not authorize an injured third-party to sue a liability insurer directly in lieu of suing the tortfeasor."). Texas law authorizes a tort suit directly against the tortfeasor's insurance company only if:

> (1) the insurance company is by statute or contract directly liable to the person injured or damaged; or
>
> (2) the tortfeasor's liability has been finally determined by agreement or judgment.

See Tex. R. Civ. P. 38(c), 51(b); *Angus Chem. Co. v. IMC Fertilizer, Inc.*, 939 S.W.2d 138, 138 (Tex. 1997) (per curiam). A third-party tort claimant in Texas also has no direct cause of action for extra-contractual liability against a liability insurer (i) at common law, (ii) under the Texas Deceptive Trade Practices–Consumer Protection Act, or (iii) under the Texas Insurance Code. *Jones v. CGU Ins. Co.*, 78 S.W.3d 626, 629 (Tex. App.—Austin 2002, no pet.) (citing *Allstate Ins. Co. v. Watson*, 876 S.W.2d 145, 149 (Tex. 1994)). Further, "Texas law 'has never recognized a cause of action for breach of the duty of good faith and fair dealing where the insurer fails to settle third-party claims against its insured.'" *Jones*, 78 S.W.3d at 629 (quoting *Texas Farmers Ins. Co. v. Soriano*, 881 S.W.2d 312, 317 (Tex. 1994)).

Plaintiff pleads that State Farm's insured caused the accident and her damages. *See* Pl. Compl. (ECF No. 3); *see also* Am. Compl. (ECF No. 25). But she has not alleged that State Farm is directly liable to her by statute or contract. *See*

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apply state law. *Nelms v. State Farm Mut. Auto. Ins. Co.*, 463 F.2d 1190, 1191 (5th Cir. 1972) (per curiam).

id. Nor does she plead that the other driver's liability has been determined by a final judgment or otherwise. *See id.* As a result, Plaintiff has not shown standing to bring a direct action against State Farm. *See Ho Yoo v. Amica Mut. Ins. Co.*, 2020 WL 4677684 (E.D. Tex. June 23, 2020) ("As Plaintiff is a third-party to the insurance agreement between [the tortfeasor] and [the insurance carrier] he lacks standing to assert" his claims). Thus, the claims against State Farm should be dismissed without prejudice. *See Williams v. Morris*, 614 F. App'x 773, 774 (5th Cir. 2015) (a dismissal for lack of standing "should be without prejudice.")

Leave to Amend

Generally, "a pro se litigant should be offered an opportunity to amend [her] complaint before it is dismissed." *Brewster v. Dretke*, 587 F.3d 764, 767–68 (5th Cir. 2009). But the Court need not grant leave to amend "if the plaintiff has already pleaded [her] 'best case.'" *Id.* Here, Plaintiff has already filed an amended complaint, and her claims are still fatally infirm. *See* Am. Compl. (ECF No. 25). Under these circumstances, granting leave to amend would be futile and cause needless delay.

Recommendation

The District Judge should **GRANT** Defendant State Farm Mutual Automobile Insurance Company's Rule 12(b) Motion to Dismiss (ECF No. 21) and **DISMISS** without prejudice Plaintiff Danielle Brightman's complaint.

SO RECOMMENDED.

January 21, 2026.

REBECCA RUTHERFORD
UNITED STATES MAGISTRATE JUDGE

INSTRUCTIONS FOR SERVICE AND NOTICE OF RIGHT TO APPEAL/OBJECT

A copy of this report and recommendation will be served on all parties in the manner provided by law. Any party who objects to any part of this report and recommendation must file specific written objections within 14 days after being served with a copy. *See* 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b). To be specific, an objection must identify the specific finding or recommendation to which objection is made, state the basis for the objection, and specify the place in the magistrate judge's report and recommendation where the disputed determination is found. An objection that merely incorporates by reference or refers to the briefing before the magistrate judge is not specific. Failure to file specific written objections will bar the aggrieved party from appealing the factual findings and legal conclusions of the magistrate judge that are accepted or adopted by the district court, except upon grounds of plain error. *See Douglass v. United Servs. Auto. Ass'n*, 79 F.3d 1415, 1417 (5th Cir. 1996).