

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

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No. 12-13622

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D.C. Docket No. 1:11-cv-00202-MEF-SRW

WINDHAM TODD PITTMAN,  
RHONDA LEE PITTMAN,

Plaintiffs-Appellants,

versus

STATE FARM FIRE AND CASUALTY COMPANY,  
a Stock Company,

Defendant-Appellee.

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Appeal from the United States District Court  
for the Middle District of Alabama

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(May 20, 2013)

Before HULL and ANDERSON, Circuit Judges, and SCHLESINGER,\* District  
Judge.

PER CURIAM:

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\*Honorable Harvey E. Schlesinger, United States District Judge for the Middle District of  
Florida, sitting by designation.

Plaintiffs-Appellants Windham Todd Pittman and Rhonda Pittman appeal the district court's entry of summary judgment in favor of Defendant-Appellee State Farm on the Pittmans' breach-of-contract claim. The Pittmans' suit arose out of State Farm's denial of claims made under two insurance policies that the Pittmans had with State Farm.

After reviewing the parties' briefs and the record, and with the benefit of oral argument, we affirm the district court's grant of summary judgment to State Farm largely<sup>1</sup> for the reasons stated in the district court's thorough and well-reasoned published order dated June 21, 2012.<sup>2</sup> See Pittman v. State Farm Fire & Cas. Co., 868 F. Supp. 2d 1335 (M.D. Ala. 2012).

**AFFIRMED.**

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<sup>1</sup> We need not decide whether Alabama law requires an insurance company to prove prejudice in this context. We can assume arguendo, without deciding, that prejudice is required, but we conclude that no reasonable jury could fail to find that Plaintiffs' breach—their failure to provide the reasonably requested banking and credit card information—was prejudicial.

<sup>2</sup> State Farm and the Pittmans have filed various motions attempting to supplement the record to show that Mr. Pittman has now been charged with attempted insurance fraud because a “stolen” diamond was found on him and 56 “stolen” paintings were recovered in a storage unit rented by his alleged girlfriend. Because we affirm the district court's summary judgment ruling based on the terms of the insurance policies, we need not resolve the motions. Accordingly, all pending motions for leave to file supplemental briefs and record materials are DENIED AS MOOT.