

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

ERIC KELLY, SR, INDIVIDUALLY
AND O/B/O THE MINOR CHILD,
LONDON KELLY, AND KERRI
KELLY

NO. 2014 CW 0636

VERSUS

JEREMY LEGER, HUDSON
INSURANCE COMPANY, AND GEICO
GENERAL INSURANCE COMPANY

JUL 31 2014

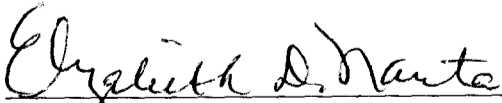
In Re: Jeremy Leger, Hudson Insurance Company, applying for
supervisory writs, 19th Judicial District Court,
Parish of East Baton Rouge, No. 626,251.

BEFORE: CRAIN, THERIOT AND DRAKE, JJ.

WRIT GRANTED IN PART AND DENIED IN PART. We grant the writ filed by the defendants, Hudson Insurance Company and Jeremy Leger, and vacate that portion of the trial court's judgment dated April 1, 2014 which denied the defendant's dilatory exception of vagueness with respect to the allegations of Paragraph 5(F) of the Petition. This specific allegation is open ended and does not fairly allow the defendants to a form a defense. **Snoddy v. City of Marksville**, 97-327 (La. App. 3d Cir. 10/8/97), 702 So.2d 890; see **Clark v. Diamond B Construction**, 2000-2146 (La. App. 1st Cir. 12/28/01), 803 So.2d 1113. The matter is remanded to the district court for further proceedings in accordance with La. Code Civ. P. art 933. The judgment sustaining the exception of vagueness shall afford plaintiff, Eric Kelly, Sr., individually and on behalf of the minor children, London and Kerri Kelly, the opportunity to remove the grounds of the objection by amendment of the petition within a period of time designated by the district court. In all other respects, we deny the defendants' writ application.

**WJC
MRT
EGD**

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FOR THE COURT