

**STATE OF LOUISIANA**  
**COURT OF APPEAL, FIRST CIRCUIT**

WHITNEY J. DEROCHE, JR.

NO. 2018 CW 0883

VERSUS

NOV 13 2018

ROY A. BLANCHARD, FARM  
BUREAU INSURANCE COMPANY AND  
TECHE AIRBOATS, INC.

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In Re: Ira Young & Associates, Inc., applying for supervisory writs, 17th Judicial District Court, Parish of Lafourche, No. 128294.

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**BEFORE: GUIDRY, McDONALD, WELCH, CRAIN, AND HOLDRIDGE, JJ.**

**WRIT GRANTED.** The May 10, 2018 judgment of the trial court that denied the motion for summary judgment filed by third party defendant, Ira Young & Associates, Inc., is reversed. Third party plaintiff, Teche Airboats, Inc., has failed to establish it will be able to satisfy its evidentiary burden of proving at trial that Ira Young & Associates, Inc., owed it a duty to procure insurance covering risks to the airboat under the circumstances presented (i.e., while the airboat was being transported over land and before Teche Airboats, Inc., requested that the airboat be added to the existing policy). See **Isidore Newman School v. J. Everett Eaves, Inc.**, 2009-2161 (La. 7/6/10), 42 So.3d 352, 353; **Karam v. St. Paul**, 281 So.2d 728, 730-31 (La. 1973); **Advanced Radiographics, Inc. v. Colony Ins. Co.**, 2017-144 (La. App. 3 Cir. 10/4/17), 227 So.3d 856, 859-60. Therefore, there is no genuine issue of material fact and Ira Young & Associates, Inc., is entitled to judgment as a matter of law. The motion for summary judgment is granted and the third party claims against Ira Young & Associates, Inc., are dismissed.

JMM  
WJC

**Welch, J.**, concurs in the result.

**Guidry, J.**, dissents and would deny the writ. After considering the briefing and oral argument of the parties as well as the record and applicable law, I conclude the judgment of the trial court denying Ira Young & Associates, Inc.'s motion for summary judgment does not require the exercise of this court's supervisory jurisdiction at this time. The third-party defendant, Ira Young & Associates, Inc. would have had the opportunity for a full review of the issue on appeal, and the exercise of our supervisory authority at this time does not end the litigation. **Herlitz Construction Company, Inc. v. Hotel Investors of New Iberia, Inc.**, 396 So.2d 878 (La. 1981) (per curiam). Consequently, I dissent.

**Holdridge, J.**, dissents for the reasons assigned by Judge Guidry. I further note that the third party defendant, Ira Young & Associates has argued, contrary to the majority's opinion, that there would have been no coverage afforded

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to Teche Airboats, Inc. under the policy even if the airboat in question would have been added to the existing policy. Therefore, there is a factual dispute as to whether Ira Young & Associates breached the duty it owed to Teche Airboats, Inc. to procure the proper insurance.

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