

make the tender sooner. In his motion, Mr. Jones asserted that GEICO's choice of law defense was without merit and that GEICO had failed to inform him, prior to his settling with Allstate, of its assertion that Georgia law applied to his policy. GEICO filed a cross-motion for summary judgment and an opposition to the plaintiff's motion. The trial court heard both motions on June 3, 2016. On June 23, 2016, the trial court issued a written judgment granting Mr. Jones' motion for partial summary judgment finding that GEICO acted in bad faith, and denying GEICO's motion for summary judgment.

GEICO has appealed the June 23, 2016 judgment asserting that the trial court erred by granting Mr. Jones' motion for partial summary judgment and by denying GEICO's motion for summary judgment.

I respectfully disagree with the majority's finding that the judgment before us lacks sufficient decretal language. The judgment names the parties and their respective counsel. It leaves no doubt as to the party in favor of whom each ruling is ordered, the party against whom each ruling is ordered, or the relief that is granted. Accordingly, I find that our appellate jurisdiction is properly invoked.¹

I concur in the majority's reversal of the trial court's granting of Mr. Jones' motion for summary judgment. I agree that GEICO had a legitimate coverage defense. However, I am confused by the majority's finding that "as a matter of law GEICO is entitled to summary judgment as to the alleged violation of La. R.S. 22:1892(B)(1) and 22:1973 (B)(5)," which appears to be inconsistent with its concurrent finding that that genuine issues of material fact remain as to whether GEICO can be found to have misrepresented the terms of Mr. Jones' policy. I disagree that there are genuine issues of fact that would preclude summary judgment in favor of GEICO on this issue. The record does not reveal whether the

¹ Pursuant to La. C.C.P. 1915(B), the trial court certified this judgment as final and appealable with no just reason for delay.

trial court found GEICO to be in bad faith because GEICO delayed making a tender while litigating the choice of law issue, or because GEICO failed to advise the plaintiff that Georgia law applied to his policy prior to the plaintiff settling with Allstate, or both. However, as the majority notes, a trial court's ruling on summary judgment is subject to *de novo* review. I find no law, nor has the plaintiff cited any, holding that an insurer has a duty to inform its insured of which state's law applies to the insured's policy, or that the failure to provide such information constitutes misrepresentation of policy terms. Therefore, I would find as a matter of law that GEICO was not in bad faith for misrepresenting the policy terms. I thus concur in the majority's granting of summary judgment in favor of GEICO.

For the reasons stated, I respectfully concur in the result reached by the majority.