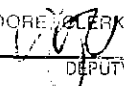


U.S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

MICHAEL JORDAN BUSH

CIVIL ACTION NO. 6:16-1520

VERSUS

JUDGE DOHERTY

RUKEN ORAL, ET AL.

MAGISTRATE JUDGE WHITEHURST

RULING

Now pending before this Court is a motion for summary judgment filed by defendant, Infinity Select Insurance Company (“Infinity”) [Doc. 22], and a motion for summary judgment filed by defendant, Progressive Express Insurance Company (“Progressive”) [Doc. 29]. The motions are unopposed.¹ Pursuant to the motions, Infinity and Progressive seek dismissal of all claims asserted against them by plaintiff. For the following reasons, the motions are GRANTED.

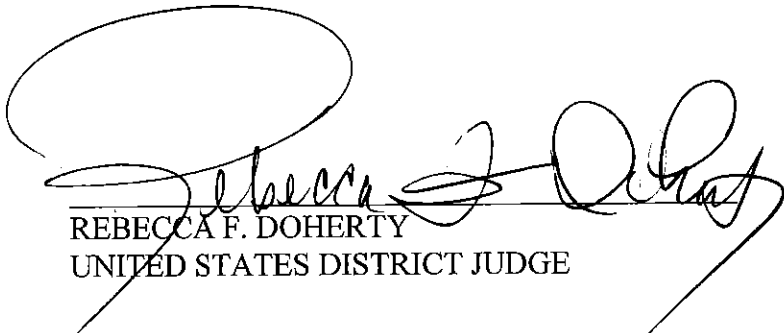
This personal injury lawsuit arises from an automobile accident that occurred on September 29, 2015. [Doc. 1-3, p. 8] In the petition, plaintiff alleges defendant Ruken Oral drove her truck into plaintiff’s vehicle, resulting in injuries to plaintiff. Infinity was named as a defendant in the petition in its alleged capacity as the automobile liability insurer of Ms. Oral. [Id. at 9] Infinity seeks dismissal of the claims against it, because the alleged policy sued upon is deemed void *ab initio* as a matter of law, due to Ms. Oral’s initial premium payment being dishonored and her failure to cure the nonpayment within the deadlines set forth in the applicable statute. [Doc. 22-1, pp. 4-5] Accordingly, Infinity contends plaintiff’s claims asserted against it should be dismissed, as it never insured Ms. Oral.

¹See LR 7.5; see also Doc. Nos. 23, 30

Plaintiff additionally alleges Ms. Oral was in the course and scope of employment for Hazal Holdings, LLC at the time of the subject accident. Progressive was named as a defendant in its capacity as the alleged insurer of Hazal Holdings. [Doc. 1-3, pp. 9-10; Doc. 29-2, p.1] However, according to the undisputed facts set forth by Progressive, “On August 14, 2015, Hazal Holdings was notified by Progressive that [the subject] policy . . . would be canceled effective August 29, 2015 at 12:01 a.m., for non-payment, unless outstanding premiums were paid before that time.” [Doc. 29-2, pp. 1-2] On August 31, 2015, having received no payment from Hazal Holdings, Progressive notified Hazal Holdings it was no longer insured by Progressive, as the policy was canceled on August 29, 2015 due to non-payment. [Id. at 2] Accordingly, Progressive contends plaintiff’s claims against it must be dismissed, as the policy it issued to Hazal Holdings was canceled one month prior to the subject accident. [Id. at 7]

The motions for summary judgment [Doc. 22; Doc. 29], appearing to be well-founded in law and fact and unopposed by plaintiff, are hereby GRANTED, and all claims against Infinity Select Insurance Company and Progressive Express Insurance Company are DISMISSED WITH PREJUDICE.

THUS DONE AND SIGNED in Lafayette, Louisiana, this 1st day of September, 2017.



REBECCA F. DOHERTY
UNITED STATES DISTRICT JUDGE