

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

LOUISIANA WORKERS'
COMPENSATION CORPORATION

NO. 2015 CW 1489

VERSUS

BERTHA COOPER, ET AL

DEC 22 2015

In Re: Capital Preferred Insurance Company, applying for supervisory writs, 17th Judicial District Court, Parish of Lafourche, No. 126,714.

BEFORE: WHIPPLE, C.J., WELCH, CRAIN, DRAKE, AND CHUTZ, JJ.

WRIT GRANTED. The district court's October 7, 2015 judgment, denying defendant-relator Capitol Preferred Insurance Company's motion for summary judgment, is reversed and judgment is entered in its favor. Capitol Preferred Insurance Company met its burden on the motion for summary judgment, and the defendant, Bertha Cooper, and plaintiff, Louisiana Workers' Compensation Corporation, have failed to produce support sufficient to establish they would be able to satisfy their evidentiary burden of proof at trial. Moreover, the animal liability exclusion contained in the instant insurance policy is enforceable, despite a lack of signature on the exclusion page. See La. Code Civ. P. art. 966(C)(2); La. R.S. 22:867; **Reaux v. Moresi**, 2013-510 (La. App. 3d Cir. 8/28/13), 120 So.3d 959.

JEW

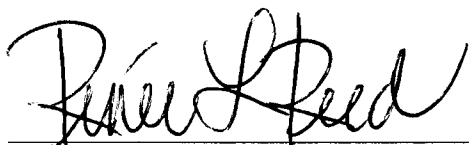
WJC

WRC

Drake, J., concurs and also finds the workers' compensation exclusion to be applicable. See **Roberts v. Hartford Acc. & Indem. Co.**, 394 So.2d 696 (La. App. 3d Cir. 1981).

Whipple, C.J., dissents and would deny the writ. Genuine issues of material fact remain as to the parties' intent regarding the extent of coverage under the contract of homeowner's insurance issued by defendant Capitol Preferred Insurance Company to Bertha Cooper. Specifically, ambiguity exists concerning the exclusions at issue, and whether Cooper was aware and understood that her policy excluded animal liability coverage. See La. Code Civ. P. art. 966(B)(2).

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FOR THE COURT