

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

MICHELLE L. WILLIAMS,
INDIVIDUALLY AND ON BEHALF
OF HER MINOR CHILD, TRAVIS
BARBER, III

NO. 2016 CW 1055

VERSUS

BRADFORD LATHAM, ALLSTATE
INSURANCE COMPANY, AND STATE
FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

OCT 18 2016

In Re: Allstate Insurance Company and Bradford Latham,
applying for supervisory writs, 19th Judicial District
Court, Parish of East Baton Rouge, No. 607657.

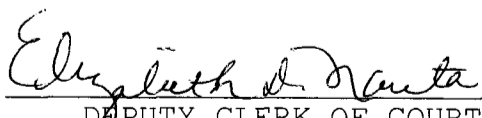
BEFORE: WHIPPLE, C.J., GUIDRY AND McCLENDON, JJ.

WRIT DENIED. On the showing made we find no error.

VGW
JMG

McClendon, J., dissents and would grant the writ. I find that the Petition for Damages filed by plaintiff, Michelle L. Williams, individually and on behalf of her minor child, Travis Barber, III, on December 14, 2011, was prescribed on its face and that plaintiff bore the burden of proof of establishing that her claims were not prescribed or were interrupted or suspended. **Roba, Inc. v. Courtney**, 2009-0508 (La. App. 1st Cir. 8/10/10), 47 So.3d 500, 506. Plaintiff failed to establish that the one-year prescriptive period for the delictual claims raised in the Petition for Damages was interrupted pursuant to Louisiana Civil Code article 3105(B) because plaintiff failed to allege or establish that she either participated in or made any submission to the arbitration between Allstate Insurance Company and State Farm Mutual Automobile Insurance Company such that Louisiana Civil Code article 3105(B) would be applicable to her claims in this suit. Accordingly, I would reverse the July 11, 2016 ruling of the trial court denying Allstate Insurance Company's Exception of Prescription and would sustain the Exception of Prescription.

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DEPUTY CLERK OF COURT
FOR THE COURT