

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

RONNIE E. JARVIS

NO. 2019 CW 1599  
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VERSUS

FOREMOST EXPRESS INSURANCE  
AGENCY, INC., MARCELLES A.  
TAYLOR, FELTON KEYES, JR.,  
KENT & SMITH HOLDINGS, LLC,  
AND ABC INSURANCE COMPANY

**OCTOBER 7, 2020**

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In Re: Kent & Smith Holding, LLC and Zurich American Insurance Company, applying for supervisory writs, 19th Judicial District Court, Parish of East Baton Rouge, No. 669602.

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

**WRIT GRANTED.** The portion of the trial court's November 19, 2019 judgment which denied the motion for summary judgment filed by defendants, Kent & Smith Holdings, L.L.C. and Zurich American Insurance Company, is reversed. Defendants, Kent & Smith Holdings, L.L.C. and Zurich American Insurance Company, pointed out the absence of factual support for one or more elements essential to plaintiff's claims, and plaintiff failed to produce factual support sufficient to establish the existence of a genuine issue of material fact or that defendants are not entitled to judgment as a matter of law. With regard to the vicarious liability of Kent & Smith Holdings, L.L.C. for the acts of Felton Keyes, Jr. ("Keyes"), there is no evidence to establish a genuine issue of material fact that Kent & Smith Holdings, L.L.C. had the right to exercise the necessary control over Keyes to render Keyes an employee of Kent & Smith Holdings, L.L.C., and therefore, vicariously liable for his actions. Plaintiff's arguments that the contract between Kent & Smith Holdings, L.L.C. and M. Taylor Trucking, L.L.C., which provided the services of Keyes and the tractor used herein, evidenced such control are insufficient as such provisions were directed only to incidental details of the purpose of contract and do not constitute the control necessary to convert the relationship to that of employer-employee. See, e.g. **Jones v. C.H. Robinson Worldwide, Inc.**, 558 F.Supp.2d 630 (W.D. Va. 2008). As to the causes of action asserting that Kent & Smith Holdings, LLC is liable for failure to maintain the vehicle in good and safe condition, failure to keep the vehicle properly equipped with brakes and tires in a good and safe state of repair and in allowing Keyes to operate the vehicle with the knowledge that he was not a suitable person to do so, plaintiff failed to produce factual support sufficient to establish the existence of a genuine issue of material fact or that defendants are not entitled to judgment as a matter of law. Accordingly, the motion for summary judgment is granted, and the claims of plaintiff, Ronnie E. Jarvis, against defendants, Kent & Smith Holdings, L.L.C. and Zurich American Insurance Company, are dismissed with prejudice.

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**Holdridge, J.**, dissents and would deny the writ.

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A handwritten signature in cursive script, appearing to read "Daniel Reed".

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DEPUTY CLERK OF COURT  
FOR THE COURT