

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

LAKENDRIC BRANDON

NO. 2020 CW 0738

VERSUS

JAMES RICHARD, ED PRICE
BUILDING MATERIALS, INC.,
AND PENNSYLVANIA LUMBERMENS
MUTUAL INSURANCE COMPANY

OCTOBER 26, 2020

In Re: James Richard and Ed Price Building Materials, Inc.,
applying for supervisory writs, 19th Judicial District
Court, Parish of East Baton Rouge, No. 628843.

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

WRIT GRANTED. The district court's August 13, 2020 judgment denying the motion for partial summary judgment filed by Defendants, James Richard and Ed Price Building Materials, Inc., is hereby reversed. A plaintiff cannot maintain direct negligence claims, such as negligent hiring, entrustment, supervision, etc., against an employer while simultaneously maintaining claims against the employer for vicarious liability after the employer has admitted that the employee was in the course and scope of employment at the time of the alleged conduct. **Wheeler v. United States Fire Insurance Company**, 2018-1422 (La. App. 1st Cir. 6/13/19), 2019 WL 2612903, at *2 (unpublished) (per curiam); **Elee v. White**, 2019-1633 (La. App. 1st Cir. 7/24/20), __ So.3d __, 2020 WL 4251974, at *4. In this case, the employer, Ed Price Building Materials, Inc., admitted that its employee was in the course and scope of his employment at the time of the accident. Accordingly, the motion for partial summary judgment filed by Defendants, James Richard and Ed Price Building Materials, Inc., is granted and all claims of independent negligence against Ed Price Building Materials, Inc. for negligent hiring, training, and/or supervision are dismissed with prejudice.

VGW
JEW
WRC

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