

LINDSEY KING,
INDIVIDUALLY AND ON
BEHALF OF HER DECEASED
MINOR CHILD, PEYTON
WILT

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NO. 2016-CA-0170
COURT OF APPEAL
FOURTH CIRCUIT

VERSUS

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STATE OF LOUISIANA

OLD REPUBLIC INSURANCE
COMPANY, CHRISTOPHER P.
BRUPBACHER, DOFIN
FRUITS D/B/A HAVE GYRO
WILL TRAVEL, AND THE
SUCCESSION OF DARREN
JOSEPH MAHLER

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JENKINS, J., DISSENTS WITH REASONS

I respectfully dissent and would reverse the trial court’s judgment granting summary judgment in favor of defendant, Old Republic Insurance Company.

“Only when reasonable minds **must inevitably conclude** that the mover is entitled to judgment as a matter of law on the facts before the court is a summary judgment warranted. Summary judgment declaring a lack of coverage under an insurance policy may not be rendered unless there is no reasonable interpretation of the policy under which coverage could be afforded.” (emphasis added) *Elliott v. Continental Cas. Co.*, 06-1505, p. 10 (La. 2/22/07), 949 So.2d 1247, 1253, *quoting Reynolds v. Select Properties, Ltd.*, 93-1480 (La. 4/11/94), 634 So.2d 1180, 1183; *see also, Orleans Parish School Bd. v. Lexington Ins. Co.*, 12-0095 (La. App. 4 Cir. 8/28/13), 123 So.3d 787. Upon review of the record of this case and in light of the applicable law, I find the language of the insurance policy at issue is susceptible to more than one reasonable interpretation and the ambiguity in the provisions precludes summary judgment in favor of defendant at this stage of the litigation.