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Notice of Judgment and Disposition

August 21, 2015

Docket Number: 2015 - CW - 0917

Michelle Petsch versus Geanne Petsch, Peter Petsch and Lighthouse Property Insurance Corporation

TO: Laura H. Abel

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In accordance with Local Rule 6 of the Court of Appeal, First Circuit, I hereby certify that this notice of judgment and disposition and the attached disposition were transmitted this date to the trial judge or equivalent, all counsel of record, and all parties not represented by counsel.

CHRISTINE L. CROW CLERK OF COURT

STATE OF LOUISIANA COURT OF APPEAL, FIRST CIRCUIT

MICHELLE PETSCH

NO. 2015 CW 0917

VERSUS

GEANNE PETSCH, PETER PETSCH AND LIGHTHOUSE PROPERTY INSURANCE CORPORATION

AUG 2 1 2015

In Re:

Lighthouse Property Insurance Corporation, applying for supervisory writs, 21st Judicial District Court, Parish of Livingston, No. 141151.

BEFORE: McDONALD, McCLENDON AND THERIOT, JJ.

writ granted in part and denied in part. We reverse that portion of the trial court judgment that denied Lighthouse Property Insurance Corporation's motion for summary judgment finding that plaintiff was not excluded from making a claim under Coverage E-Personal Liability of that policy. We find that there are no genuine issues of material fact and that plaintiff is an "insured" excluded from coverage under that portion of the policy, and we dismiss plaintiff's claims pursuant to Coverage E-Personal Liability of that policy. However, we find the trial court did not err in denying that part of the motion for summary judgment relating to coverage under the medical payments portion of the policy. We find that plaintiff is not unambiguously excluded from making—a-claim under Coverage F-Medical Payments to others.

PMC MRT JMM

COURT OF APPEAL, FIRST CIRCUIT

DEPUTY CLERK OF COURT FOR THE COURT