

NOTICE OF JUDGMENT

BRADY ROMERO, ET AL

VERSUS

MARCUS DAVID BONVILLAIN JR., ET AL

Case: 00121667  
Division: C  
State of Louisiana  
16<sup>th</sup> Judicial District Court  
Parish of Iberia

To: MATTHEW D. MONSON  
THE MONSON LAW FIRM  
900 W. CAUSEWAY APPROACH, SUITE A  
MANDEVILLE, LA 70471

of Parish

YOU ARE HEREBY NOTIFIED that on the 2<sup>ND</sup> day of SEPTEMBER, 2015 Judgment was signed in the above numbered and entitled matter; a certified copy of which said judgment is annexed hereto and made part hereof.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE AT NEW IBERIA, LOUISIANA, THIS 3 DAY OF SEPTEMBER, 2015.

Michael Thibodeaux  
Clerk of Court  
16<sup>th</sup> Judicial District Court  
Parish of Iberia

  
Deputy Clerk of Court

Requested by:

RECEIVED  
SEP 08 2015



**BRADY AND ERIN ROMERO**

**16TH JUDICIAL DISTRICT**

**VERSUS NO. 121667**

**STATE OF LOUISIANA**

**MARCUS DAVID BONVILLAIN, JR.  
AND ATAIN SPECIALTY  
INSURANCE COMPANY**

**PARISH OF IBERIA**

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**FINAL JUDGMENT**

A hearing was held on August 14, 2015 in the above captioned case concerning a Motion for Summary Judgment filed by Atain Specialty Insurance Company (hereinafter Atain). Atain seeks summary judgment on the issue of insurance coverage under a commercial general liability policy it issued to defendant, Marcus Bonvillain, Jr..

After considering the pleadings, memoranda, and affidavits in conjunction with the applicable law this Court hereby makes the following findings. This Court finds that Atain has carried its burden of proof as to the “work-product” exclusions found under the letters k and l of the exclusions section found in Section I of the subject commercial general liability insurance policy. Additionally, this Court finds that the rulings in *Provost v. Homes by Lawrence & Pauline, Inc.*, 12-761 (La. App. 3 Cir. 12/5/12, 103 So. 3d 1280, writ denied, 13-0049 (La. 2/22/13), 108 So. 3d 776, and *Supreme Servs. & Specialty Co. v. Sonny Greer, Inc.*, 06-1827 (La. 5/22/07), 958 So.2d 634, are persuasive and controlling in the present case.

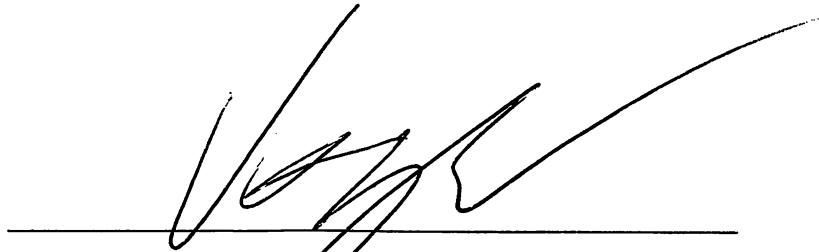
**THE FOREGOING CONSIDERED,**

**IT IS ORDERED, ADJUDGED, AND DECREED** that Defendant, Atain Specialty Insurance Company’s, Motion for Summary Judgment is hereby **GRANTED**.

**IT IS ORDERED, ADJUDGED, AND DECREED** that all claims against Atain Specialty Insurance Company are hereby **DISMISSED** from the above captioned suit with prejudice.

**IT FURTHER IS ORDERED, ADJUDGED, AND DECREED** that plaintiff is to bear the costs of this proceeding.

THUS DONE AND SIGNED, this 2nd day of September, 2015 in  
New Iberia, Parish of Iberia, Louisiana.



HONORABLE VINCENT J. BORNE  
DISTRICT COURT JUDGE

Please Notify:

All parties

I hereby certify that a copy  
of this pleading was mailed to  
All counsel present  
on 9-3-15.

Phyllis D. Nelson  
Deputy Clerk of Court  
Iberia Parish, La.

FILED FOR RECORD

2015 SEP. 2 PM 1:20  
Phyllis D. Nelson  
DEPUTY CLERK OF COURT  
PARISH OF IBERIA, LA

Filed Sept 2, 2015  
Signed: Phyllis D. Nelson, Dty. Clk.  
A TRUE COPY

ATTEST: Phyllis D. Nelson  
Dty. Clerk of Court  
Iberia Parish, La