

Fifth Circuit Court of Appeal State of Louisiana

No. 26-C-368

BOBBY MAY AND TENNESSEE HANDY

versus

DEVON TERRELL CASIMIER AND COX AUTOMOTIVE, INC.,
EL AL

IN RE NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
APPLYING FOR SUPERVISORY WRIT FROM THE FORTIETH JUDICIAL DISTRICT COURT,
PARISH OF ST JOHN THE BAPTIST, STATE OF LOUISIANA, DIRECTED TO THE HONORABLE
NGHANA LEWIS, DIVISION "B", No. 83,822

TRUE COPY

September 08, 2026



LINDA TRAN
DEPUTY CLERK

Panel composed of Judges Susan M. Chehardy,
Jude G. Gravois, and Marc E. Johnson

WRIT DENIED

Relator, National Union Fire Insurance Company of Pittsburgh, PA ("National Union"), seeks this Court's supervisory review of the trial court's July 9, 2026 judgment which denied its exception of no right of action. National Union argues that under the Direct Action Statute, La. R.S. 22:1269(B)(1)(c), as amended in 2024, plaintiffs have no right of direct action against it because the limited conditions of the statute have not been met. For the following reasons, we conclude that the trial court did not err in its ruling which denied National Union's exception of no right of action. We thus deny the writ application.

FACTS AND PROCEDURAL BACKGROUND

This matter involves a suit for personal injuries filed by plaintiffs, Bobby May and Tennessee Handy, against Devon Casimier and Interstate Truck Center, Inc. ("ITC"), for injuries they allegedly sustained in a motor vehicle accident with Mr.

Casimier on June 16, 2024. It is alleged that Mr. Casimier was in the course and scope of his employment with ITC when the accident occurred, operating a vehicle owned by ITC and insured under a policy issued to ITC by National Union. ITC was cited and served with the suit, and has admitted that it is insured by National Union and the policy provides coverage to Mr. Casimier under the facts of this case.

In a second amending petition, plaintiffs added National Union, ITC's liability insurer, as a direct defendant. National Union filed an exception of no right of action, asserting that under La. R.S. 22:1269(B)(1)(c), plaintiffs have no right of direct action against it because its named insured, ITC, was served. Plaintiffs responded in their opposition by providing evidence that they had attempted service on Mr. Casimier at least three times, unsuccessfully. Therefore, they argued that they are allowed to add National Union as a direct defendant under La. R.S. 22:1269(B)(1)(c), which provides, in pertinent part:

B.(1) The injured person or, if deceased, the persons identified in Civil Code Articles 2315.1 and 2315.2, shall have no right of direct action against the insurer unless at least one of the following applies:

* * *

(c) Service of citation or other process has been attempted without success or the insured defendant refuses to answer or otherwise defend the action within one hundred eighty days of service.

(Emphasis added.)

National Union argues that "the insured defendant" means the "named insured defendant," and thus failed service as to Mr. Casimier does not trigger the statute's exception to prohibiting a direct action against National Union. Plaintiffs argue that the emphasized wording of the statute is broader than "named insured," and because Mr. Casimier is indeed an "insured defendant" whom they have not been successful in serving, the statutory exception to a direct action against National Union has been met.

ANALYSIS

A defendant challenging a plaintiff's right to proceed under Louisiana's Direct Action Statute may do so by means of an exception raising the objection of no right of action. Thus, an insurance company that proves that the requirements of the Direct Action Statute have not been fulfilled is entitled to dismissal of the claim

against it on an exception raising the objection of no right of action. *Vascocu v. Privilege Underwriters Reciprocal Exch.*, 25-1141 (La. App. 1 Cir. 4/24/26), 2026 WL 1113376.

The determination of whether a plaintiff has a right of action is a question of law; thus, we review the trial court's ruling *de novo*. *Riley v. Acadian Companies*, 25-308 (La. App. 5 Cir. 9/3/25), 424 So.3d 141, 146, writ denied, 25-1253 (La. 12/9/25), 422 So.3d 298.

In this case, the district court denied National Union's exception of no right of action based on its interpretation of the amended Louisiana Direct Action Statute. The proper interpretation of a statute raises a question of law that must be reviewed *de novo*. See *225 Baronne Complex, LLC v. Roy Anderson Corp.*, 24-401 (La. App. 4 Cir. 1/31/25), 408 So.3d 291, 299 (citation omitted).

The Louisiana Direct Action Statute, La. R.S. 22:1269, previously allowed plaintiffs to bring suit directly against the insurer of a tortfeasor. However, in 2024, the statute was amended and now precludes direct action against an insurer unless certain criteria are met. As amended, the statute now provides, in pertinent part, that a plaintiff shall not have a right of direct action against an insurer *unless* "[s]ervice of citation or other process has been attempted [upon the insured defendant] without success or the insured defendant refuses to answer or otherwise defend the action within one hundred eighty days of service." (Emphasis added.) La. R.S. 22:1269(B)(1)(c); *Vajas v. Morris*, 25-675 (La. App. 4 Cir. 11/12/25), 424 So.3d 847, 850.

The starting point in the interpretation of any statute is the language of the statute itself. *In re Lorenzo*, 25-344 (La. App. 5 Cir. 1/28/26), 434 So.3d 591, 597, writ denied, 26-264 (La. 5/12/26), 430 So.3d 1091. When a law is clear and unambiguous and its application does not lead to absurd consequences, the law shall be applied as written and no further interpretation may be made in search of the intent of the legislature. *Id.*, La. C.C. art. 9. However, "when the language of the law is susceptible of different meanings, it must be interpreted as having the meaning that best conforms to the purpose of the law." *Id.*, La. C.C. art. 10. When the words of a law are ambiguous, their meaning must be sought by examining the context in which they occur and the text of the law as a whole. *Id.*, La. C.C. art. 12.

The pertinent provision of the Direct Action Statute does not say “named insured defendant;” rather, it simply says “insured defendant.” The legislature did however use the term “named insured” in paragraph F of that same statute, which states:

F. The legislature finds that the purpose of all liability policies is to provide protection and coverage to all insureds, whether the insured is a named insured or an additional insured under the omnibus clause, for all legal liability that the insured may have within the terms and limits of the policy.

(Emphasis added.)

Given the law regarding statutory interpretation, we conclude that the legislature’s failure to use the term “named insured defendant” in paragraph (B)(1)(c) of La. R.S. 22:1269 is highly persuasive that it did not intend to limit the applicability of that paragraph to unsuccessful service on named insureds only. Mr. Casimier, admittedly an “insured defendant” under the National Union policy in question, has not been served, despite plaintiffs’ resolute efforts at doing so. Thus, the statutory exception to a direct action against National Union has been met.

CONCLUSION

For the foregoing reasons, we conclude that the trial court did not err in its ruling which denied National Union’s exception of no right of action. This writ application is accordingly denied.

Gretna, Louisiana, this 8th day of September, 2026.

**JGG
SMC
MEJ**

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISSON, JR.
SCOTT U. SCHLEGEL
TIMOTHY S. MARCEL

JUDGES



FIFTH CIRCUIT
101 DERBIGNY STREET (70053)
POST OFFICE BOX 489
GRETN, LOUISIANA 70054
www.fifthcircuit.org

CURTIS B. PURSELL
CLERK OF COURT

SUSAN S. BUCHHOLZ
CHIEF DEPUTY CLERK

LINDA M. TRAN
FIRST DEPUTY CLERK

MELISSA C. LEDET
DIRECTOR OF CENTRAL STAFF

(504) 376-1400
(504) 376-1498 FAX

NOTICE OF DISPOSITION CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE DISPOSITION IN THE FOREGOING MATTER HAS BEEN TRANSMITTED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 4-6** THIS DAY **09/08/2026** TO THE TRIAL JUDGE, THE TRIAL COURT CLERK OF COURT, AND AT LEAST ONE OF THE COUNSEL OF RECORD FOR EACH PARTY, AND TO EACH PARTY NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

CURTIS B. PURSELL
CLERK OF COURT

26-C-368

E-NOTIFIED

40th District Court (Clerk)
Honorable Nghana Lewis (DISTRICT JUDGE)
Kimberly L. Wood (Relator)

Matthew C. Nodier (Relator)

MAILED

Seth H. Schaumburg (Respondent)
Katherine Q. Schaumburg (Respondent)
Attorney at Law
1555 Poydras Street
Suite 1600
New Orleans, LA 70112

Daniel E. Brauner (Relator)
Amanda E. McGowen (Relator)
Attorneys at Law
6663 Jefferson Highway
Baton Rouge, LA 70806