LOUISIANA COURT OF APPEAL, FOURTH CIRCUIT

Nyress Manning on Behalf of Minor Child, Corey Williams, Jr., for the Wrongful Death of Dereial Manning and for Survival Damages v. RH Windrun, LLC, The Lynd Company d/b/a Lynd Living, XYZ Security Company, John Doe I, John Doe II, ABC Insurance Company, DEF Insurance Company, GHI Insurance Company

No. 2025-CA-0384 · No. 2025-CA-0384 · Decided February 5, 2026

SUMMARY

The Louisiana Fourth Circuit Court of Appeal affirmed a trial court judgment granting James River Insurance Company summary judgment in a wrongful-death and survival action arising from a fatal apartment shooting. The court held that the policy's assault and battery exclusion unambiguously applied to the shooting and to claims alleging negligent failure to provide adequate security. The court also rejected arguments that the exclusion violated public policy, rendered the policy illusory, or left genuine issues of material fact.

CASE DETAILS

COURT	Louisiana Court of Appeal, Fourth Circuit
WRITING FOR THE COURT	Judge Nakisha Ervin-Knott; Judge Karen K. Herman; Judge Monique G. Morial
JURISDICTION	Louisiana Court of Appeal, Fourth Circuit
DECIDED	February 5, 2026
DOCKET	2025-CA-0384
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed the trial court's grant of James River Insurance Company's motion for summary judgment dismissing all claims against James River with prejudice.
STANDARD OF REVIEW	De novo review applies to a trial court's decision granting or denying summary judgment. When the facts are undisputed, the appellate court considers the legal question presented by the motion.
PRECEDENTIAL VALUE	Published Louisiana Fourth Circuit opinion

PARTIES

Nyress Manning on behalf of minor child Corey Williams, Jr. v. RH Windrun, LLC, The Lynd Company d/b/a Lynd Living, XYZ Security Company, John Doe I, John Doe II, ABC Insurance Company, DEF Insurance Company, GHI Insurance Company, James River Insurance Company

TOPICS

insurance coverage · casualty insurance litigation · summary judgment · contract interpretation · wrongful death

PRACTICE AREAS

insurance · insurance coverage · torts · civil procedure · appellate procedure

QUESTIONS PRESENTED

1. Whether the shooting constituted assault or battery under the policy's definitions and Louisiana law.
2. Whether the policy's assault-and-battery exclusion was ambiguous.
3. Whether applying the exclusion violated Louisiana public policy or rendered the policy illusory.
4. Whether genuine issues of material fact precluded summary judgment on the exclusion's applicability.

HOLDINGS

1. The shooting constituted both assault and battery under the policy's broad definitions. The gunshot wounds were actual harmful contact for purposes of the policy's battery definition, and the shooting involved threatened harmful contact for purposes of the policy's assault definition, regardless of whether the victim had time to apprehend the threat or whether the assailants directly touched her.
2. The exclusion was clear and unambiguous and applied to the shooting death and to the alleged failure to provide adequate security.
3. The exclusion did not violate Louisiana public policy and did not render the policy illusory.
4. No genuine issue of material fact precluded summary judgment because the undisputed shooting fell within the exclusion, which expressly covered negligent failure to provide adequate security regardless of the insured's knowledge, foreseeability, or negligence.

KEY QUOTATIONS

> *"Battery does not require direct bodily contact between the actor and the victim."* (7)

> *"Insurance companies have the right to limit coverage in any manner they desire, so long as the limitations do not conflict with statutory provisions or public policy."* (11)

FACTUAL BACKGROUND

On July 16, 2020, Dereial Manning was shot multiple times by two unknown assailants at the Carmel Spring Apartments in New Orleans while visiting a friend, and she died from her injuries. Her minor child witnessed the shooting. RH Windrun owned the apartments and was insured under a James River commercial general liability policy containing an assault-and-battery exclusion that expressly included failure to provide adequate security and defined assault and battery broadly.

PROCEDURAL HISTORY

After Dereial Manning was shot and killed at the Carmel Spring Apartments, Nyress Manning filed wrongful-death and survival claims alleging, among other things, negligent failure to provide adequate security. James River moved for summary judgment, asserting that an assault-and-battery exclusion in RH Windrun's commercial general liability policy barred coverage. The trial court granted the motion and dismissed the claims against James River with prejudice. The Louisiana Fourth Circuit affirmed.

DISPOSITION

affirmed

CASES CITED

- Kazen v. Red Lion Hotels Corp., 2021-01820 (La. 6/29/22), 346 So. 3d 267
- Carrere Holdings, LLC v. Williamson, 2024-0141 (La. App. 4 Cir. 9/17/24), 400 So. 3d 241
- Manning v. RH Windrun, LLC, 2023-0588 (La. App. 4 Cir. 5/1/24), 421 So. 3d 1
- Forrest as Tr. for Jack Thrash Forrest III Tr. v. Ville St. John Owners Ass'n, Inc., 2018-0175 (La. App. 4 Cir. 11/7/18), 259 So. 3d 1063
- Thebault v. American Home Assurance Co., 2015-0800 (La. App. 4 Cir. 4/20/16), 195 So. 3d 113
- Baack v. McIntosh, 2020-1054 (La. 6/30/21), 333 So. 3d 1206
- Sims v. Mulhearn Funeral Home, Inc., 2007-0054 (La. 5/22/07), 956 So. 2d 583
- Edwards v. Daugherty, 2003-2103 (La. 10/1/04), 883 So. 2d 932
- Ledbetter v. Concord General Corp., 1995-0809 (La. 1/6/96), 665 So. 2d 1166
- United National Insurance Co. v. Waterfront New York Realty Corp., 994 F.2d 105 (2d Cir. 1993)
- Swope v. Columbian Chemicals Co., 281 F.3d 185 (5th Cir. 2002)
- Reynolds v. Select Properties, Ltd., 1993-1480 (La. 4/11/94), 634 So. 2d 1180
- Orleans Parish School Board v. Scheyd, Inc., 1995-2653 (La. App. 4 Cir. 4/24/96), 673 So. 2d 274