

LOUISIANA COURT OF APPEAL, FOURTH CIRCUIT

Maximo Urbina v. Sunbelt Rental, Inc.

No. 2025-CA-0261, consolidated with No. 2025-C-0214 · No. No. 2025-CA-0261; consolidated with No. 2025-C-0214 · Decided January 21, 2026

SUMMARY

This document is a partial dissent and concurrence by Judge Chase of the Louisiana Fourth Circuit Court of Appeal in consolidated litigation involving Maximo Urbina and Maximino Urbina against Sunbelt entities and others. Judge Chase agrees with portions of the decision concerning The Toro Company's summary judgment motions but dissents from reversing summary judgment on the failure-to-warn claims.

CASE DETAILS

COURT	Louisiana Court of Appeal, Fourth Circuit
WRITING FOR THE COURT	Chase, J.
JURISDICTION	Louisiana Court of Appeal, Fourth Circuit
DECIDED	January 21, 2026
DOCKET	No. 2025-CA-0261; consolidated with No. 2025-C-0214
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Partial concurrence and partial dissent from the majority's disposition of summary-judgment issues and a writ application in consolidated personal-injury and products-liability proceedings.
STANDARD OF REVIEW	Summary judgment review; the specific standard is not stated in the opinion text.
PRECEDENTIAL VALUE	Published; separate opinion concurring in part and dissenting in part.
PARTIES	Maximo Urbina, Maximino Urbina v. Sunbelt Rental, Inc., Sunbelt Rentals, Inc., Sunbelt Rentals Scaffold Services, LLC, Sunbelt Rentals Industrial Services, LLC, The Toro Company, Travelers Insurance Company

TOPICS

- products liability
- construction defects
- construction law
- appellate procedure

PRACTICE AREAS

products liability

construction law

personal injury

appellate procedure

QUESTIONS PRESENTED

1. Whether Toro's supervisory writ application challenging the denial of summary judgment on the Louisiana Products Liability Act claims should be denied.
2. Whether the trial court's grant of summary judgment to Toro on construction or composition defect claims and claims based on alleged negligence by Sunbelt should be reversed.
3. Whether summary judgment on Urbina's failure-to-warn claims against Toro should be reversed.

KEY QUOTATIONS

"I agree with the majority's decision to deny the Toro Company's writ application which sought supervisory review of the trial court's denial of summary judgment on the Louisiana Products Liability Act claims."

"I also agree with the majority's decision to reverse the trial court's granting of the Toro Company's motion for summary judgment regarding the claims against Toro for construction/composition defect and the alleged negligence of Sunbelt."

"However, I respectfully dissent from the majority's decision to reverse summary judgment on Mr. Urbina's failure to warn claims for the reasons assigned by Judge Ledet."

FACTUAL BACKGROUND

The consolidated proceedings involve claims arising from an alleged product-related injury and claims against Sunbelt and The Toro Company. The claims included Louisiana Products Liability Act claims, construction or composition defect claims, alleged negligence by Sunbelt, and failure-to-warn claims. The opinion addresses the trial court's summary-judgment rulings and Toro's supervisory writ application.

PROCEDURAL HISTORY

The trial court denied The Toro Company's motion for summary judgment on claims under the Louisiana Products Liability Act and granted Toro summary judgment on claims involving construction or composition defects and alleged negligence by Sunbelt. The majority denied Toro's writ application concerning the LPLA claims and reversed the summary judgment rulings in part. Judge Chase concurred in those portions but dissented from reversal of summary judgment on the failure-to-warn claims.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The majority's disposition reversed the trial court's summary-judgment rulings in the specified respects and remanded; the opinion text does not state further remand instructions. Toro's writ application concerning the

denial of summary judgment on the LPLA claims was denied.

OPINION

Maximo Urbina v. Sunbelt Rental, Inc.

CHASE, concurring in part and dissenting in part.

MAXIMO URBINA * NO. 2025-CA-0261

VERSUS * COURT OF APPEAL

SUNBELT RENTAL, INC., ET * FOURTH CIRCUIT

AL

* STATE OF LOUISIANA

* * ***** CONSOLIDATED WITH: CONSOLIDATED WITH:

MAXIMINO URBINA NO. 2025-C-0214

VERSUS

SUNBELT RENTALS, INC., SUNBELT

RENTALS SCAFFOLD SERVICES, LLC,

SUNBELT RENTALS INDUSTRIAL

SERVICES, LLC, THE TORO COMPANY

AND TRAVELERS INSURANCE

COMPANY

TGC

CHASE, J., DISSENTS IN PART AND CONCURS IN PART

I agree with the majority's decision to deny the Toro Company's writ application which sought supervisory review of the trial court's denial of summary judgment on the Louisiana Products Liability Act claims. I also agree with the majority's decision to reverse the trial court's granting of the Toro Company's motion for summary judgment regarding the claims against Toro for construction/composition defect and the alleged negligence of Sunbelt. However, I respectfully dissent from the majority's decision to reverse summary judgment on Mr. Urbina's failure to warn claims for the reasons assigned by Judge Ledet.