

06/30/2015 "See News Release 030 for any Concurrences and/or Dissents"

SUPREME COURT OF LOUISIANA

NO. 2015-CC-0865

JULIE FORET HUVAL, ET AL.

VERSUS

WILTON JOSEPH CHAISSON, ET AL.

PER CURIAM

Granted. The evidence introduced at the hearing indicates relators had \$11 million in primary and excess insurance coverage. Plaintiffs conceded this available insurance was sufficient to cover their maximum recoverable damages. Under these circumstances, we find plaintiffs acted in bad faith in naming their uninsured motorist carrier as a defendant. *See Wimberly v. Brown*, 05-1589 (La. 1/9/06), 918 So.2d 1020; *Farrar v. Haedicke*, 97-2923 (La. 12/2/97), 702 So.2d 690, 691.

Accordingly, the judgment of the district court denying relators' exception of improper venue is reversed. The case is remanded to the district court with instructions to transfer the action to a court of proper venue pursuant to La. Code Civ. P. art. 121.