

The Supreme Court of the State of Louisiana

**VONETTA LACY, INDIVIDUALLY AND ON
BEHALF OF HER MINOR CHILD, BRELYN
KEYS
VS.**

No. 2025-C-01599

**CARLOS IBARRA, LIBERTY COUNTY
MUTUAL INSURANCE COMPANY, EXXON
MOBIL CORPORATION, XYZ INSURANCE
COMPANY AND STATE FARM MUTUAL
AUTOMOBILE INSURANCE COMPANY (AS
UNINSURED/UNDERINSURED MOTORIST
CARRIER OF BRELYN KEYS) AND STATE
FARM MUTUAL AUTOMOBILE INSURANCE
CARRIER (AS MEDICAL PAYMENTS
CARRIER OF BRELYN KEYS)**

IN RE: ExxonMobil Corporation - Applicant Defendant; Applying For Writ Of
Certiorari, Parish of East Baton Rouge, 19th Judicial District Court Number(s)
C714861, Court of Appeal, First Circuit, Number(s) 2024 CA 0680;

April 21, 2026

Writ application granted. See per curiam.

JBM

JLW

PDG

JMG

CRC

Hughes, J., dissents.
Penzato, J., recused.

Supreme Court of Louisiana
April 21, 2026



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2025-C-01599

**VONETTA LACY, INDIVIDUALLY AND ON BEHALF OF HER MINOR
CHILD, BRELYN KEYS**

VS.

**CARLOS IBARRA, LIBERTY COUNTY MUTUAL INSURANCE
COMPANY, EXXON MOBIL CORPORATION, XYZ INSURANCE
COMPANY AND STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY (AS UNINSURED/UNDERINSURED MOTORIST CARRIER
OF BRELYN KEYS) AND STATE FARM MUTUAL AUTOMOBILE
INSURANCE CARRIER (AS MEDICAL PAYMENTS CARRIER OF
BRELYN KEYS)**

On Writ of Certiorari to the Court of Appeal, First Circuit, Parish of East Baton
Rouge

PER CURIAM

We ordered briefing in this matter pursuant to La. C.C.P. art. 966 H¹ to consider whether ExxonMobil Corporation (“Exxon”) is entitled to summary judgment based on its contention that its employee was not in the course and scope of his employment at the time of the automobile accident made subject of this lawsuit.² For the reasons that follow, we find summary judgment in Exxon’s favor is appropriate and we enter judgment in its favor, dismissing it from this suit.

UNDERLYING FACTS AND PROCEDURAL HISTORY

This lawsuit concerns an automobile accident that occurred on October 7, 2021 between plaintiff, Vonetta Lacy, and defendant, Carlos Ibarra, an Exxon employee who had recently moved to Baton Rouge and who was driving his personal vehicle on his way to work at the time. Ms. Lacy brought this lawsuit individually and on behalf of her minor daughter, Brelyn Keys, who had been a passenger in Ms.

¹ Article 966 H provides: “On review, an appellate court shall not reverse a trial court’s denial of a motion for summary judgment and grant a summary judgment dismissing a case or a party without assigning the case for briefing and permitting the parties an opportunity to request oral argument.”

² Exxon and plaintiff each filed motions for summary judgment on the same issue.

Lacy's vehicle.³ Included among the defendants is Exxon, sued in its capacity as Mr. Ibarra's employer, for purposes of imposing vicarious liability based on Mr. Ibarra's conduct. Exxon and plaintiffs each filed summary judgment motions on the same issue; namely, whether Mr. Ibarra was in the course and scope of his employment at the time of the accident, rendering Exxon vicariously liable.

The trial court found that Exxon was not entitled to summary judgment, but granted partial summary judgment in plaintiff's favor, finding that the accident occurred while Mr. Ibarra was in the course and scope of his employment. On appeal, the court of appeal affirmed the denial of Exxon's summary judgment motion, but reversed the trial court's judgment in plaintiff's favor, finding that genuine issues of material fact remained. Exxon then sought review in this Court. Having received the briefs of both parties, we now review the court of appeal's ruling.

DISCUSSION

This Court recently reaffirmed the well-settled principles applicable to summary judgment motions:

As with all appeals of summary judgments, we review this matter *de novo*, using the same criteria that govern the trial court's determination of whether summary judgment is appropriate, *i.e.*, whether there are genuine issues of material fact, and whether the mover is entitled to judgment as a matter of law. *Diaz-Molina v. Flower*, 23-01135, p. 3 (La. 12/19/23), 374 So. 3d 950, 952; *see also*, La. C.C.P. art. 966(A)(3). A fact is considered material if its existence or nonexistence may be essential to a plaintiff's cause of action under the applicable theory of recovery. *Evans v. Abubaker, Inc.*, 23-00955, p. 6 (La. 5/10/24), 384 So. 3d 853, 858. "Because it is the applicable substantive law that determines materiality, whether a particular fact in dispute is material for summary judgment purposes can be seen only in light of the substantive law applicable to the case." *Id.*, 23-00955, p. 7, 384 So. 3d at 858.

While the burden of proof rests with the party moving for summary judgment, if the mover will not bear the burden

³ Brelyn Keys attained the age of majority after the lawsuit was filed, and was substituted as a plaintiff on her own behalf.

of proof at trial on the issue that is before the court on the motion for summary judgment, “the mover’s burden on the motion does not require him to negate all essential elements of the adverse party's claim, action, or defense, but rather to point out to the court the absence of factual support for one or more elements essential to the adverse party’s claim, action, or defense.” La. C.C.P. art 966 D(1). When a motion for summary judgment is made and supported, the adverse party may not rest on the mere allegations or denials of his pleadings; he must, by affidavits or otherwise, “set forth specific facts showing that there is a genuine issue for trial.” La. C.C.P. art. 967(B); *Corbajal v. Chris Owens French Quarter Parade, LLC*, 24-00191, p. 4 (La. 5/21/24), 385 So. 3d 236, 238. (Citation omitted). “Once a motion for summary judgment has been properly supported by the moving party, the failure of the non-moving party to produce evidence of a material factual dispute mandates the granting of the motion.” *Id.*

Campbell v. Orient-Express Hotels Louisiana, Inc., 24-00840, pp. 5-6 (La. 3/21/25), 403 So. 3d 573, 579.

The summary judgment procedure is designed to secure the just, speedy, and inexpensive determination of every action, except those disallowed by La. C.C.P. art. 969. La. C.C.P. art. 966(A)(2). The summary judgment procedure is favored and shall be construed to accomplish these ends. *Id.* Our review of this matter reflects it is properly resolved by summary judgment.

The source of an employer’s vicarious liability is La. C.C. art. 2320, which imposes liability when an employee’s tortious conduct occurs in the exercise of the functions for which he is employed.⁴ The issue of whether an employee is acting within the course and scope of employment while commuting to or from work has generated substantial litigation. As a general rule, as recently reiterated in *Awanbor v. Williams*, 25-0054, p. 7 (La. App. 1 Cir. 8/4/25), 418 So. 3d 1043, 1050, *writ denied*, 25-01124 (La. 11/12/25) 420 So. 3d 708, an “employee’s commute to and from work is usually considered outside the course and scope of employment.”

⁴ Article 2320 provides, in relevant part: “Masters and employers are answerable for the damage occasioned by their servants and overseers, in the exercise of the functions in which they are employed.”

(citation omitted).⁵ See also, *Fasullo v. Finley*, 00-2659, p. 5 (La. App. 4 Cir. 2/21/01), 782 So. 2d 76 (Unless an employee “has a duty to perform a service or task en route [to work], the employee’s commute to and from work is usually considered outside the course and scope of employment.”). This Court explained the rationale of this principle in *Orgeron v. McDonald*, 93-1353, p. 5 (La. 7/5/94), 639 So. 2d 244, 227:

[A]n employee who is traveling from home to work or returning from work to home is generally not within the course and scope of his employment. Because an employee usually does not begin work until he reaches his employer’s premises, his going to and coming from work is generally considered outside the course of his employment unless he has a duty to perform en route. Moreover, an employee’s place of residence is a personal decision not directly controlled by the employer, and treating commuting time as part of the determination of course and scope of employment would remove manageable boundaries from the determination.

We recognized in *Orgeron* that “treating commuting time as part of the determination of course and scope of employment would remove manageable boundaries from the determination.” *Id.*⁶

⁵ The *Awanbor* court found that the employee was not in the course and scope of her employment as she was “traveling to work at the time the accident occurred.” *Id.*, 25-0054, p. 13, 418 So. 3d at 1055.

⁶ See also H. Alston Johnson III, § 168. Accidents while proceeding to and from work—In general, 13 La. Civ. L. Treatise, *Workers’ Compensation Law and Practice* § 168 (5th ed.):

The courts have consistently stated that an accident that befalls an employee while he is going to or returning from work does not occur in the course of his employment. At first glance, this rule seems somewhat illogical, since it is the employment itself and the employer’s call to duty which brings the worker from his home and causes his return trip at the end of the day. Were he not employed, he would not have to make that particular trip along that route at that time. If one considered only the abstract question of causal relationship, it would have to be said that the employment caused that trip to and from the employment premises as surely as it caused presence on the premises. But the hesitancy to extend coverage to such trips is not based on logic. Rather it is fear of serious administrative difficulties in such an extension. If we were to admit that the trip to and from employment might be covered, when should we say that trip begins? When the employee leaves his house to begin his trip? When he comes downstairs for breakfast? When he gets up to shave and shower, so that he can come downstairs for breakfast, so that he can leave his house to begin his trip? The administrative problems here are substantial.

Our jurisprudence acknowledges exceptions to the general “coming and going” rule. Under these exceptions, an employee may be in the course and scope of employment when traveling to or from work under certain circumstances, where: the employer provides the transportation to commute to work; the employer provides wages or expenses for the time the employee spends traveling; or the operation of the vehicle is incidental to the performance of some employment responsibility. *Lowe v. Old Am. Indem. Co.*, 54,656, p. 8 (La. App. 2 Cir. 8/10/22), 345 So. 3d 1171, 1177. Plaintiffs also cite this Court’s decision in *McLin v. Indus. Specialty Contractors, Inc.*, 02-1539 (La. 7/2/03), 851 So.2d 1135, which identified several exceptions to the “coming and going” rule in the context of workers’ compensation cases.⁷ Of those exceptions, plaintiffs maintain that Mr. Ibarra was on a special mission for Exxon at the time of the accident and that Exxon “interested [itself] in [Mr. Ibarra’s transportation . . . as an incident to the employment agreement.”

Courts have recognized that the “course and scope of employment” standard for employer vicarious liability to third parties is closely related to but distinct from the workers’ compensation standard of “arising out of and in the course of employment.” *See Mitchell v. AT & T*, 27,290, p. 7 n.5 (La. App. 2 Cir. 8/28/95), 660 So. 2d 204, 209; *see also, LeBrane v. Lewis*, 292 So. 2d 216, 218, n.4 (La. 1974) (“The increasing trend is to test the employer’s liability in tort by criteria similar to those used in applying the ‘arising out of and in the course of employment’ test in

⁷ The exceptions listed by the *McLin* Court include: “(1) If the accident happened on the employer’s premises; (2) If the employee was deemed to be on a specific mission for the employer, such as making a trip in the interest of his employer’s business or pursuant to his employer’s order; (3) If the employer had interested himself in the transportation of the employee as an incident to the employment agreement either by contractually providing transportation or reimbursing the employee for his travel expenses; (4) If the employee was doing work for his employer under the circumstances where the employer’s consent could be fairly implied; (5) If the employee was hurt while traveling to and from one work site to another; (6) If the employee was injured in an area immediately adjacent to his place of employment and that area contained a distinct travel risk to the employee (the ‘threshold doctrine’); and (7) If the operation of a motor vehicle was the performance of one of the duties of the employment of the employee.” *Id.*, 02-1539, p. 5 n.6, 851 So. 2d at 1141.

workmen's compensation cases.”). In this regard, courts have found it the workers' compensation jurisprudence to be instructive in resolving the “course and scope” issue. *See Johnson v. Transit Mgmt. of Se. Louisiana, Inc.*, 17-0793, p. 11 n.6 (La. App. 4 Cir. 2/28/18), 239 So. 3d 973, 981.

For the instant matter, regardless of whether we analyze the facts under tort law or workers' compensation principles, we find no exception applies.

There is no dispute that Exxon did not provide transportation to Mr. Ibarra in connection with his employment. Nor is there any contention that Mr. Ibarra's use of his personal vehicle was “incidental to the performance of some employment responsibility.” The only potentially applicable exceptions are that Exxon provided wages or reimbursed expenses for the Mr. Ibarra's travel time, or that Mr. Ibarra was engaged in a special mission for Exxon at the time of the accident. While plaintiffs also argue that Exxon “interested [itself] in [Mr. Ibarra's] transportation,” as *McLin* indicated, the exception does not merely require an employer to be “interested” in an employee's transportation. It requires the employer to either “contractually provid[e] transportation or reimburs[e] the employee for his travel expenses.” *See McLin*, 02-1539, p. 5 n.6, 851 So. 2d at 1141. In this regard, the exception is akin to the exception in the tort context, where the employer provides wages or expenses for the employee's travel time.

We first consider the “special mission” exception. In *McLin*, this Court observed that it had not previously addressed this exception and looked to its “most often cited” definition:

When an employee, having identifiable time and space limits on his employment, makes an off-premises journey which would normally not be covered under the usual going and coming rule, the journey may be brought within the course and scope of employment by the fact that the trouble and time of making the journey, or special inconvenience, hazard, or urgency of making it in the particular circumstances, is itself sufficiently substantial

to be viewed as an integral part of the service itself.

McLin, 02-1539, p. 6, 851 So. 2d at 1141. Other cases have explained that “[f]or a mission to qualify as a special mission and thus be considered as employment-related rather than personal, an employee is deemed to be in the course of employment when he is engaged in the direct performance of duties assigned (i.e., requested, directed, instructed or required) by his employer.” *Ruiz v. City of New Orleans*, 12-405, p. 6 (La. App. 5 Cir. 1/16/13), 109 So. 3d 52; *See also, Miller v. Shamsnia*, 24-100, p. 10 n.9 (La. App. 5 Cir. 12/23/24), 410 So. 3d 897, 905, *reh’g denied* (Jan. 24, 2025), *writ denied*, 25-00243 (La. 4/29/25), 407 So. 3d 621.

As explained in *Johnson, supra*:

Virtually all special mission exception cases “involve an element of unusualness in the trip: in terms of time, destination (job site), or duties to be performed. . . .” “The very name of the exception suggests that the injury is compensated because the travel was pursuant to some special work. . . .” “These three factors—[i] unusual time, [ii] unusual destination (place of work), and [iii] unusual work—combine and recombine in the cases. Sometimes all three are present, always at least one of them.”

Johnson, 17-0793, p. 21, 239 So. 3d at 986-87 (internal citations omitted). In *McLin*, for example, we found the “special mission” exception applied where an employee was traveling to a mandated meeting as “travel was an indispensable part of attending the meeting.” *McLin*, 02-1539, p. 8, 851 So. 2d at 1142).

In this matter, we find the special mission exception inapplicable. At the time of the accident, Mr. Ibarra was simply going to work. He was not engaged in any special assignment for Exxon, nor did Exxon request, direct, or instruct him to perform any task outside the scope of his regular duties. “Requiring an employee to show up for work does not make the employee’s transportation incidental to the employment contract.” *Phipps v. Bruno Const.*, 00-0480, p. 3 (La. App. 3 Cir. 11/2/00), 773 So. 2d 826, 828-29. We are not persuaded by plaintiffs’ argument that, because Mr. Ibarra’s accident took place during the “interim period of time”

after Mr. Ibarra moved to Baton Rouge (a 90-day period of time from when the employee left the prior location until the employee obtained permanent residence in the new work location), he was on a “special mission.” The fact that Mr. Ibarra, who had *relocated* to Baton Rouge (and was not there on a temporary basis) had not obtained a permanent residence at the time of the accident does not transform his regular commute to work into a special mission for Exxon.

Turning to the exception for employer-provided travel compensation or expense reimbursement, we likewise conclude that it is inapplicable here. Plaintiffs’ argument for this exception centers on payments Exxon made to Mr. Ibarra prior to his move to Baton Rouge and in connection with his relocation. Those payments were made in lump sums and included a “Miscellaneous Expense Allowance” and a Lump Sum Payment, which is the focus of plaintiffs’ argument. As reflected in Exxon’s relocation guidelines, the latter payment was identified as a “Lump Sum Payment **to Assist with Relocation Expenses.**” (Emphasis added). The guidelines explain that the employee would “receive a non-accountable lump sum which is intended to offset expenses such as home selection trip, related dependent care expenses, en route travel, final trip, and interim living at the new location.” The lump sum was calculated based on “New location” and “Number of eligible dependents.” (Emphasis supplied). It outlined certain expenses it was designed to cover and, for the interim living (new location) period, it listed the following expenses:

- Transportation (e.g., airfare or mileage, car rental, parking, taxi, train fare, tolls. etc.)
- Lodging, meals, laundry
- Other incidentals
- Return trips to old work location by employee

Plaintiffs argue that this “plain language. . . shows that Exxon voluntarily took an interest in [Mr.] Ibarra’s transportation” during his interim living period. They maintain this exception “is not pigeonholed and limited to situations where mileage

logs are submitted, and the person is reimbursed.” They further urge that “the interpretation of the terms ‘mileage,’ ‘transportation,’ and ‘interim living expenses’ in the related documents are a genuine issue of material fact to be determined by the trier of fact.” We disagree and find no issue of fact that, under the circumstances presented, Exxon did not contractually provide transportation or reimburse Mr. Ibarra for his actual travel expenses.

Our jurisprudence reflects that for vicarious liability to be imposed on an employer for an employee’s tortious conduct while commuting to or from work in this context, the payments of the employer require some connection to the employee’s actual commute or travel. In *Potier v. Acadian Ambulance Serv., Inc.*, 13-914, p. 3 (La. App. 3 Cir. 2/12/14), 153 So. 3d 1082, 1086, an employee of an ambulance service received mileage payments which were calculated “based upon the predetermined distance between the . . . substation and whatever station he was scheduled to work out of rather than the actual mileage [he] actually traveled on any particular date.” When he was involved in a single car accident and sought worker’s compensation benefits, the court rejected his claim that his employer “involved itself in his transportation to work.” The court found:

[T]he mileage payments made to [the employee] bore ‘no relation to the actual travel expenses’ that he incurred in getting to work each day. . . . Rather, the facts indicate that the mileage payments were an inducement used by Acadian to attract qualified EMTs to work as swing medics.

Id., 13-914, p. 7, 153 So. 3d at 1086 (quoting *Mitchell v. Pleasant Hill Gen. Hosp., Inc.*, 491 So. 2d 183, 185). The *Mitchell* court, too, observed that the receipt of a daily travel allowance was given “irrespective of the various distances [the employees] lived from the place of employment” and thus “injuries sustained while traveling to and from work should not be construed to be in the course and scope of employment.” *Mitchell*, 491 So. 2d at 184-5. It further observed:

The mere payments of travel expenses, without an expressed or implied agreement to furnish transportation, does not place the employee within the course and scope of his employment while traveling to and from work if such payments bear no relation to the actual travel expenses involved in the specific case.

Id., 491 So. 2d at 185. Numerous decisions have reaffirmed this principle. *See, e.g. Lowe v. Old Am. Indem. Co.*, 54,656, pp. 8-9 (La. App. 2 Cir. 8/10/22), 345 So. 3d 1171, 1177 (“It is well settled that the mere payment of travel expenses without an express or implied agreement to furnish transportation, does not place the employee within the course of his employment while going to and returning from work when such payment bears no relation to actual travel expenses.”); *See Winzer v. Richards*, 50,330 (La. App. 2 Cir. 1/13/16), 185 So. 3d 876 (same). It is only “[w]hen an employer pays expenses and the trip in question is employment-connected, an employee is in the course and scope of employment while away from his workplace.” *Lowe*, 54,656, p. 9, 345 So. 3d at 1177.

Similarly, in *Woolard v. Atkinson*, 43,322, p. 5 (La. App. 2 Cir. 7/16/08), 988 So. 2d 836, 840, the court found that, even though an employer issued reimbursement checks for “all of his work-related expenses,” an employee was not acting within the course/scope of employment while commuting, because he “did not submit any documentation of his travel expenses, was not specifically reimbursed for mileage driven, and, at time of accident, which occurred before normal work hours, employee was not responding to call, traveling to meeting, obtaining supplies, or performing any service for benefit of employer.” The *Woolard* Court observed that, although the employer paid the employee “a monthly allowance for work expenses, his primary purpose in driving the vehicle on the morning of the accident was to transport himself from home to work.” *Id.*, 43,322, p. 8, 988 So. 2d 841.

That the payment of actual mileage is necessary to impose vicarious liability is reflected in a number of cases. In the recent case of *Miller v. Shamsnia*, 24-100, (La. App. 5 Cir. 12/23/24); 410 So. 3d 897, *reh'g denied* (Jan. 24, 2025), *writ denied*, 25-00243 (La. 4/29/25); 407 So. 3d 621, a physician's employer was held liable for an auto accident which occurred while he was on his way from one facility to another. Notably, the court's finding was based on the fact that the physician, like other physicians working under a third-party contract with a hospital:

were compensated through reimbursement of mileage for use of their personal vehicles. The physicians would be paid the Internal Revenue Service's rates for mileage. Thus, [the employer] Tulane[,] involved itself in Dr. Shamsnia's transportation to Lakeview Hospital as an incident to the employment agreement.

Id., 24-100, p. 9, 410 So. 3d at 905. Although the physician in *Miller* did not actually request or receive reimbursement, "he was *eligible* to receive compensation. . . . [Thus, he] was acting within the course and scope of his employment while traveling to Lakeview Hospital on the night the accident because Tulane had a policy for providing travel reimbursement to physicians commuting to Lakeview Hospital, and his trip to the hospital was employment related." *Id.*, 24-100, p. 9, 410 So. 3d at 905-06. *See also, Watson v. Ben*, 459 So.2d 230 (La. App. 3 Cir.1984), where an employee was found to be in the course and scope of his employment. Although the employee had "clocked out of work," he was on call for a 6-day period (24 hours a day) and was required to report to the workplace or job site when he got a call for work. Additionally, his employer provided him with credit cards for gas for his personal vehicle (the employee had a choice of using his own car or one furnished by the employer), and it paid for oil and filters. The employer further required the employee to maintain a minimum level of insurance, and to have routine inspections and maintenance of his vehicle.

Likewise, in *Bova v. Butler*, 14-0765 (La. App. 1 Cir. 12/23/14), 168 So. 3d 551, an employee was found to not be in the course and scope of his employment while driving home from work. Although the employee received a per diem, the evidence reflected it was for meals and lodging. The court acknowledged there were “certain limited circumstances” where the employer would reimburse an employee for travel time; however, it found no evidence the employee was being reimbursed for his travel at the time of the accident. Thus, because the employee “failed to show that [his employer] reimbursed [him] for his travel time or mileage. . . [he] was not in the course and scope of his employment. . . while driving from home to work.” *Id.*, 14-0765, p. 7, 168 So. 3d at 555.

In the instant matter, there is no dispute that Mr. Ibarra is a salaried employee of Exxon, who was driving his own car on the way to work when the accident occurred. He neither submitted requests for nor receive reimbursement for actual mileage to and from work, and all of his work was performed at Exxon’s facility. Nor did Exxon pay for any expenses related to Mr. Ibarra’s car. At the time of the accident, Mr. Ibarra had not performed any work for Exxon and was not engaged in any work-related activity.

It is clear that Exxon’s payment of relocation expenses—including the term “mileage”—was not tied to any actual mileage or expenses Mr. Ibarra incurred in going to and from work. The mere fact that an employee has recently relocated, even at his employer’s request, does not render an employer liable for an employee’s otherwise non-work-related commute to work, particularly when the employer does not impose or control the travel.

We find plaintiffs’ reliance on *Quatroy v. Thornton*, 22-01520 (La. 1/25/23), 353 So. 3d 718, to be misplaced. In *Quatroy*, this court granted a writ application because we found issues of material fact as to whether an employee was in the course and scope of his employment. Unlike the present matter, the employer in *Quatroy*

provided the employee (a sales representative who worked from home) with a gas card to use when calling on customers.

Nor does *Orgeron, supra*, support plaintiffs' position in this case. In *Orgeron*, the employee served a 14-day shift and was to return to his home in Alabama. However, he received special orders from his employer to report to work for another 7-day shift. We recognized that, "in most cases, [the employee's] infrequent traveling from home to work (or at least to the port where he came under [his employer's] supervision and control) and from work to home arguably fell under the going and coming rule." *Orgeron*, 93-1353, p. 6, 639 So. 2d at 228. However, we noted the case was not a "simple commuter case," and we found the employee was in the course and scope of his employment at the time of the accident:

[A]lthough the employee was not paid wages or expenses for his trip from Houma to Fourchon, his employer was in the business of dispatching workers to ports all over South Louisiana; the employer diverted him from his trip home after his fourteen-day work shift and took substantial control over his activities between the diverting and the time for [his] reporting to Fourchon, all for the benefit of the [employer's] business interest; the time, place and purpose of the travel under the emergency conditions was closely related to [its] business; the travel under the circumstances was primarily for the benefit of the employer; the motivation of the employee for the travel, although including wages for the additional work hours, was to promote his employer's interest because of the special need; and the employer reasonably expected that he would make the special trip. Under the overall circumstances, the risk of harm for any casualty caused by the employee during the special travel was fairly attributable to the employer.

Id., 93-1353, p. 8, 639 So. 2d at 228.

Based on the foregoing, we recognize that narrow exceptions exist to the "going and coming" rule. However, for the "interest in transportation" or "mileage" exclusion to apply, there must be more than incidental benefits—such as actual compensation or reimbursement for routine commuting expenses—to warrant the imposition of vicarious liability. The mere provision of relocation payments that

generally include “mileage” does not transform an ordinary commute into conduct within the course and scope of employment. Thus, where, as here, an employee is simply commuting to or from work, is driving his own vehicle, and is not reimbursed for actual mileage, his employer will not be vicariously liable for his actions. *See Bell v. Hurstell* 99-1333, p. 5 (La. App. 4 Cir. 6/16/99), 743 So. 2d 720, 722.⁸

We further note this is not a case involving Mr. Ibarra’s temporary assignment to Baton Rouge for work purposes. Although he had not secured a permanent residence and his family was still in Houston, Mr. Ibarra had relocated to Baton Rouge. He was not on any special mission for Exxon and was simply driving to his regular job at the time of the accident. We agree with Judge Stromberg’s dissenting opinion in this matter that the payments Mr. Ibarra received “had no relation to actual travel expenses he incurred traveling to work the day of the accident.” *Lacy v. Ibarra*, 24-0680, p. 3 (La. App. 1 Cir. 10/22/25), 424 So. 3d 729, 737.

Accordingly, we find that Exxon met its burden on summary judgment by demonstrating that no genuine issue of material fact exists as to whether Mr. Ibarra was acting within the course and scope of his employment at the time of the accident. The lower courts erred in denying Exxon’s motion for summary judgment. We reverse the lower court judgments and enter summary judgment in Exxon’s favor, dismissing it from this suit.

DECREE

For the reasons set forth herein, we grant ExxonMobil Corporation’s writ application and reverse the judgments of the lower courts. We enter summary judgment in favor of ExxonMobile Corporation, dismissing the claims of plaintiffs, Vonetta Lacy and Brelyn Keys, against it with prejudice.

⁸ Notably, the *Bell* court observed that when the employee “was involved in this accident on her way home from work she was in no way furthering the objectives of her employment.” *Id.*, p. 5, 743 So. 2d at 723