

**NOT DESIGNATED FOR PUBLICATION**

**STATE OF LOUISIANA**

**COURT OF APPEAL**

**FIRST CIRCUIT**

**2008 CA 0963**

**LOUISIANA WORKER'S COMPENSATION CORPORATION**

**VERSUS**

**UNITED COMMERCE CENTER, INC., and NATIONAL AUTO PARTS, INC.**

**Judgment Rendered: December 23, 2008**

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On Appeal from the Nineteenth Judicial District Court  
In and For the Parish of East Baton Rouge  
State of Louisiana  
Docket No. 553,149

Honorable Wilson Fields, Judge Presiding

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**BEFORE: PARRO, McCLENDON, AND WELCH, JJ.**

PMc  
JHB  
Jaw

**McCLENDON, J.**

Defendants, United Commerce Center, Inc. and National Auto Parts, Inc., appeal the trial court's grant of a motion for summary judgment in favor of plaintiff, Louisiana Workers' Compensation Corporation. We affirm.

Summary judgment procedure is favored. LSA-C.C.P. art. 966A(2). "When a motion for summary judgment is made and supported as provided [by LSA-C.C.P. art. 967A], an adverse party may not rest on the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided . . . , must set forth specific facts showing that there is a genuine issue for trial." LSA-C.C.P. art. 967B. "[A] motion which shows that there is no genuine issue as to material fact and that the mover is entitled to judgment as a matter of law shall be granted." LSA-C.C.P. art. 966C(1). The appellate court reviews summary judgment *de novo*. **Duncan v. U.S.A.A. Insurance Company**, 2006-363, p. 3 (La. 11/29/06), 950 So.2d 544, 547.

The plaintiff's evidence admitted by the trial court was sufficient to establish that defendants had made incomplete payments on an insurance policy in effect during the period in dispute.<sup>1</sup> The burden of proof then shifted to the defendants. However, defendants did not submit any evidence to rebut or contradict the plaintiff's showing and, consequently, failed in their burden. See **Robles v. ExxonMobile**, 2002-0854, p. 5 (La.App. 1 Cir. 3/28/03), 844 So.2d 339, 342; **Vanderbrook v. Coachmen Industries, Inc.**, 2001-0809, p. 5 (La.App. 1 Cir. 5/10/02), 818 So.2d 906, 910. Thus, based on the particular record before us, the conclusion that there was no genuine issue as to material fact was justified, and the mover was entitled to summary judgment as a matter of law. See LSA-C.C.P. art. 966C(1).

For these reasons, we affirm the judgment by this memorandum opinion issued in compliance with URCA 2-16.1B. The cost of the appeal is assessed to

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<sup>1</sup> Having found that the plaintiff met its burden of proof through the second declaration page and the summary of payments made during the policy period in dispute, and that defendants did not rebut the showing, we pretermitt defendants' other arguments.

the defendant-appellants, United Commerce Center, Inc. and National Auto Parts, Inc.

**AFFIRMED.**