OBIE WILLIAMS, JR : NUMBER: 526,038

VERSUS : FIRST JUDICIAL DISTRICT COURT

LIBERTY MUTUAL INSURANCE

COMPANY, ET AL : CADDO PARISH, LOUISIANA

**REASONS FOR JUDGMENT ON**

**MOTION FOR SUMMARY JUDGMENT**

**(filed April 18, 2011 by Green Lawn and Maintenance**

**Construction, L.L.C. and Lafayette Insurance Company)**

The Court has thoroughly considered the Motion for Summary Judgment filed by Green Lawn and Maintenance Construction, L.L.C. and Lafayette Insurance Company (“Green Lawn”) on April 18, 2011; the Opposition filed by Obie Williams, Jr. (“Mr. Williams”) on May 5, 2011; the Opposition filed by Liberty Mutual Fire Insurance Company and J.P. Morgan Chase Bank, N.A. (“J.P. Morgan Chase”) on May 9, 2011; the Reply by Green Lawn filed by May 12, 2011; the Supplemental Opposition filed by J.P. Morgan Chase on May 13, 2011; oral arguments of counsel held May 16, 2011 and applicable law. For reasons which follow, this Court concludes that the motions for summary judgment should be granted[[1]](#footnote-1).

It is not disputed that Green Lawn contracted with J.P. Morgan Chase to maintain the sprinkler system at its West 70th Street location in Shreveport, Louisiana.[[2]](#footnote-2) In order to succeed in his claim Mr. Williams must show that Green Lawn breached its contractual duty to maintain the sprinkler system and that this breach caused his injuries. There has been no evidence presented to show that the ice patch on which Mr. Williams slipped was caused by the sprinkler system. Further, there is no evidence that Green Lawn violated any duty owed to Mr. Williams or to J.P. Morgan Chase.

Roderick Williams, J.P. Morgan Chase’s branch manager, testified that there were only two small patches of ice on the sidewalk on the morning of Mr. Williams’ accident.[[3]](#footnote-3) Though it was suggested that the ice patches may have been the result of water from the sprinkler system, Roderick Williams testified that he had no factual basis for that suggestion.[[4]](#footnote-4) The sprinkler system was turned off in late August 2007 and remained off as of January 2, 2008, the date of Mr. Williams’ accident.[[5]](#footnote-5) Both Roderick Williams and Todd Cloinger, owner of Green Lawn, testified that they were not aware of any malfunction of the sprinkler system.[[6]](#footnote-6)

Despite speculation on the part of J.P. Morgan Chase, there has been no evidence presented by Mr. Williams or J.P. Morgan Chase to refute the supporting evidence presented by Green Lawn. Green Lawn inspected the system weekly pursuant to its contract with J.P. Morgan Chase. The system had been turned off for several months at the time of the accident. There were no defects or malfunctions noticed by Green Lawn, nor were any reported by J.P. Morgan Chase. There is not a scintilla of evidence to support J.P. Morgan Chase’s suggestion that the ice patches were a result of water from the sprinkler system.

For reasons assigned, the Court concludes that the motions for summary judgment should be granted.

Counsel shall submit a formal Judgment in accordance with La. Dist. Ct. R. 9.5.

Signed this 24th day of May 2011 in Shreveport, Caddo Parish, Louisiana.

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SCOTT J. CRICHTON

DISTRICT JUDGE

DISTRIBUTION:

Michael J. Vergis, counsel for Obie Williams, Jr.

James A. Mijalis and Alex Mijalis, counsel for Green Lawn and Maintenance Construction, L.L.C. and Lafayette Insurance Company

Devin Fadaol and Heather Nagel, counsel for Liberty Mutual Fire Insurance Company and J.P. Morgan Chase Bank, N.A.

1. On May 16, 2011 the Court issued a bench ruling, assigning reasons therefor, granting the Motion for Summary Judgment filed by PM Realty Group, LP. [↑](#footnote-ref-1)
2. Opposition to Motion for Summary Judgment, Exhibit C [↑](#footnote-ref-2)
3. Deposition of Roderick Williams, pg. 49, lines 14-17 [↑](#footnote-ref-3)
4. Deposition of Roderick Williams, pg. 56, lines 14-24 [↑](#footnote-ref-4)
5. Deposition of Todd Cloinger, pg. 32, line 6 and pg. 34, lines 8-13 [↑](#footnote-ref-5)
6. Deposition of Roderick Williams, pg. 73, lines 14-15; Deposition of Todd Cloinger, pg. 17, line 20 through pg. 18, line 2; see also Chase’s response to Interrogatory Number 17 [↑](#footnote-ref-6)