

The Supreme Court of the State of Louisiana

DIXIE HOERNER

No. 2023-CC-01188

VS.

RYAN J. TEMPLET, ET AL.

IN RE: Dixie Hoerner - Applicant Plaintiff; Applying For Supervisory Writ, Parish of Jefferson, 24th Judicial District Court Number(s) 777-318, Court of Appeal, Fifth Circuit, Number(s) 23-C-365;

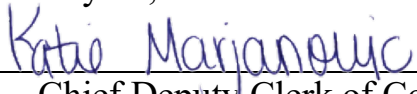
January 17, 2024

Writ application granted. See per curiam.

JTG
JDH
SJC
WJC
JBM
PDG

Weimer, C.J., would grant and docket.

Supreme Court of Louisiana
January 17, 2024



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2023-CC-01188

DIXIE HOERNER

VS.

RYAN J. TEMPLET, ET AL.

On Supervisory Writ to the 24th Judicial District Court, Parish of Jefferson

PER CURIAM

Writ granted. The judgments of the lower courts sustaining Defendants' exception of failure to join a necessary and indispensable party are reversed, and the matter is remanded for further proceedings.

Defendants, Ryan Templet and State Farm Mutual Automobile Insurance Company, asserted that Plaintiff, Dixie Hoerner, assigned her medical expense causes of action to Fairway Medical Surgical Hospital DBA AVALA ("AVALA") through an Assignment Agreement ("the Agreement"), thereby making AVALA a necessary and indispensable party to the lawsuit. We find no merit to their contention.

The Agreement entered into between Plaintiff and AVALA assigns "all right, title and interest in and to any proceeds" recovered by Plaintiff. Therefore, based on the clear language of the Agreement, AVALA was assigned only the right to receive certain "proceeds" which may be recovered by Plaintiff in the tort suit. The language of the Agreement did not encompass an assignment of Plaintiff's litigious rights.

For the foregoing reasons, the lower courts erred in finding that AVALA is a necessary and indispensable party to this lawsuit. The judgments of the lower courts sustaining the exception of failure to join a necessary and indispensable party raised by Defendants are reversed, and the matter is remanded for further proceedings.

REVERSED AND REMANDED.