Judgment rendered November 18, 2026.
Application for rehearing may be filed
within the delay allowed by Art. 2166,
La. C.C.P.

No. 56,914-CW
No. 56,913-CW
(Consolidated Cases)

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

* * * * *

TONYA MCCLELLAN AND
DAVE MCCLELLAN — Plaintiffs-Applicants

versus

KELLEY'S CONSTRUCTION
AND DEMOLITION, LLC,
EVANSTON INSURANCE
COMPANY, TERRY D. KELLY
INDIVIDUALLY AND D/B/A
OUTLAW TREE SERVICE AND
CNS MILLWORKS AND
PROGRESSIVE PALO VERDE
INSURANCE COMPANY — Defendants-Respondents

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On Application for Writs from the
Fourth Judicial District Court for the
Parish of Ouachita, Louisiana
Trial Court No. 2023-1209

Honorable Frederick Douglass Jones, Judge

* * * * *

HUDSON, POTTS & BERNSTEIN, LLP
By : Robert McCuller Baldwin — Counsel for Applicants, Tonya McClellan and Dave McClellan

DEGAN, BLANCHARD & NASH
By: Sidney Wallis Degan, III
Travis Louis Bourgeois
Karl H. Schmid
Simone M. Almon — Counsel for Respondent, Evanston Insurance Company

CHARLES WILLIAM HEROLD, III, APLC

JONES WALKER LLP
By: Ian Alexander MacDonald

Counsel for Respondents, Progressive Palo Verde Insurance Company; Kelly's Construction and Demolition, LLC; and Terry D. Kelly

* * * * *

Before THOMPSON, ROBINSON, and ELLENDER, JJ.

ELLENDER, J.

Tonya and Dave McClellan seek review of a ruling that denied their motion for summary judgment declaring coverage for their claims under a commercial general liability insurance policy issued by Evanston Insurance Company. In the companion case, Docket No. 56,914, Evanston seeks review of a concurrent ruling that denied its motion for summary judgment declaring the exclusion of coverage.

The facts, procedural history, arguments of the parties, and conclusions of this court are laid out extensively in the companion opinion, Docket No. 56,914. For the reasons expressed therein, we find the Evanston policy provides coverage for the McClellans' claims.

For these reasons, the McClellans' writ application is granted, their motion for summary judgment is granted, and judgment is rendered herein declaring coverage under the Evanston policy. All costs are to be paid by Evanston Insurance Company.

WRIT GRANTED; MOTION FOR SUMMARY JUDGMENT GRANTED; JUDGMENT RENDERED DECLARING COVERAGE UNDER THE EVANSTON POLICY. CASE REMANDED.