

STEWART INTERIOR CONTRACTORS, LLC	*	NO. 2026-CA-0282
	*	
VERSUS	*	COURT OF APPEAL
	*	
AECO OF LOUISIANA, L.L.C. AND ACOUSTI ENGINEERING COMPANY OF FLORIDA	*	FOURTH CIRCUIT
	*	STATE OF LOUISIANA

<u>CONSOLIDATED WITH:</u>	<u>CONSOLIDATED WITH:</u>
STEWART INTERIOR CONTRACTORS, LLC	NO. 2026-CA-0283
VERSUS	
AECO OF LOUISIANA, L.L.C. AND ACOUSTI ENGINEERING COMPANY OF FLORIDA	

APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 2016-12191, DIVISION “C-10”
Honorable Sidney H. Cates, Judge

Judge Paula A. Brown

(Court composed of Judge Daniel L. Dysart, Judge Paula A. Brown, Judge Nakisha Ervin-Knott)

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**NOVEMBER 12, 2024 JUDGMENT REVERSED;
JANUARY 14, 2026 CONSENT JUDGMENT VACATED IN PART**

OCTOBER 20, 2026

This is an insurance dispute regarding the duty to defend an insured. Appellant, Amerisure Insurance Company (“Amerisure”), appeals the district court’s November 12, 2024 judgment, which granted the *Motion for Partial Summary Judgment* holding that Amerisure had a duty to defend Appellees, AECO of Louisiana, LLC (“AECO”) and Acousti Engineering Company of Florida (“Acousti”) (collectively, “Appellees”). Amerisure also appeals the January 14, 2026 consent judgment, which designated the November 12, 2024 judgment as final and appealable, and cast Amerisure in judgment for \$436,003.31 for Appellees’ defense costs, plus interest from the day of signing of that judgment. For the reasons that follow, we reverse the district court’s November 12, 2024 judgment and vacate that portion of the January 14, 2026 consent judgment that cast Amerisure in judgment for \$436,003.31 for Appellees’ defense costs, plus interest from the day of signing of that judgment.

FACTUAL AND PROCEDURAL HISTORY

On December 13, 2016, Stewart Interior Contractors, LLC (“Stewart”) filed a *Petition for Damages, Specific Performance and Declaratory Judgment* (the “petition”), naming AECO and Acousti as defendants. As recounted in the

petition, the State of Louisiana, Division of Administration entered into a contract with Skanska Mapp, a Joint Venture (“Skanska”) to make improvements to the University Medical Center building located at 136 S. Roman St., New Orleans, Louisiana. To that end, Skanska hired several subcontractors, one of whom was Stewart together with its joint adventurer, Kennan, Hopkins, Schmidt, Stonewall Contractors, Inc. (“KHS&S”), signing four separate subcontracts with the pair. KHS&S, on behalf of the joint venture, then entered into four sub-subcontracts with AECO. Included in its allegations in the petition, and at issue here, Stewart claimed damages for a “loss of reputation.”

On December 19, 2023, AECO and Acousti filed a joint *Motion for Leave to File Third Party Demand Against Amerisure Insurance Company*.¹ The third-party demand alleged that Amerisure, as the issuer of a liability policy that provided coverage to AECO and Acousti, under Coverage B of the policy owed them a duty to defend their interests in the litigation initiated by Stewart, but had refused to do so in bad faith. Amerisure filed an answer on June 4, 2024, in which it admitted that it had issued a liability policy, but denied that it owed any coverage or a duty to defend Appellees based upon the allegations raised in the petition and the exclusions and coverage provided in the policy.

Nevertheless, on July 29, 2024, Appellees filed a motion for partial summary judgment on the issue of Amerisure’s alleged duty to defend, arguing that under the “eight-corners” rule,² there was no genuine issue of material fact as to Amerisure’s obligation. In response, on October 10, 2024, Amerisure filed an

¹ The parties originally filed the motion on November 17, 2023, but the district court rejected that pleading on the basis that it did not contain an original signature of counsel.

²Discussed more fully, *infra*.

opposition to the motion for partial summary judgment, arguing that Appellees had presented no factual support for Stewart’s loss of reputation claim that would trigger the duty to defend under the terms of the policy. The next day, Amerisure filed a cross motion for summary judgment, asking the district court to find that it did not have a duty to defend and to dismiss all of Appellees’ claims with prejudice at their own cost.

On October 25, 2024, the district court held a hearing on Appellees’ motion for partial summary judgment. After entertaining argument of counsel, the presiding judge ruled from the bench, granting Appellees’ motion in open court. A written judgment memorializing this ruling was signed on November 12, 2024. Notice of the signing of the judgment was mailed the following day. On December 20, 2024, the parties filed a consent judgment into the record, which was rejected by the district court because Appellees’ counsel had not personally signed the document. Nearly a year later, on December 1, 2025, the parties filed another consent judgment into the record, which the district court ultimately signed on January 14, 2026. That judgment designated the November 12, 2024 judgment as final for purposes of appeal with no just reason for delay, pursuant to La. C.C.P. art. 1915(B), and cast Amerisure in judgment for \$436,003.31, with interest running from the signing of the judgment. On February 9, 2026, Amerisure filed a motion for devolutive appeal of the November 12, 2024 judgment.

PRELIMINARY MATTERS

Jurisdiction

As an intermediate court exercising appellate review of lower courts’ decisions, we routinely begin by examining whether we have the jurisdictional grounds to do so. “Before considering the merits of any appeal, an appellate court

has ‘the duty to determine *sua sponte* whether [proper] jurisdiction exists, even when the parties do not raise the issue.’” *Breston v. DH Catering, LLC*, 23-0460, p. 13 (La. App. 4 Cir. 2/5/24), 384 So.3d 953, 962 (quoting *Succession of Hickman*, 22-0730, p. 5 (La. App. 4 Cir. 3/15/23), 359 So.3d 584, 589) (alteration in original).

When, as here, a party seeks to devolutively appeal a judgment and has not moved for a new trial or a judgment notwithstanding the verdict, the time delay for taking such an appeal is governed by La. C.C.P. art. 2087(A)(1):

A. Except as otherwise provided in this Article or by other law, an appeal which does not suspend the effect or the execution of an appealable order or judgment may be taken within sixty days of any of the following:

(1) The expiration of the delay for applying for a new trial or judgment notwithstanding the verdict, as provided by Article 1974 and Article 1811, if no application has been filed timely.

However, if “an appellant fails to file a *devolutive* appeal from a final judgment timely, the judgment acquires the authority of the thing adjudged, and the court of appeal has no jurisdiction to alter that judgment.” *Jackson v. Fam. Dollar Stores of La. Inc.*, 18-0170, p. 6 (La. 6/27/18), 251 So.3d 368, 372 (quoting *Baton Rouge Bank & Trust Co. v. Coleman*, 582 So.2d 191, 192 (La. 1991)) (emphasis in original).

With those precepts in mind, this Court issued an order on August 26, 2026, inviting the parties to show cause in writing why the appeal of the November 12, 2024 judgment should not be dismissed for lack of jurisdiction based upon untimeliness, citing to a trio of Fourth Circuit cases that all held that a partial summary judgment declaring that an insurer has a duty to defend is a final

appealable judgment.³ In response to that invitation, Amerisure submitted a brief citing to the Supreme Court case of *City of Plaquemine v. North Am. Constructors, Inc.*, 96-1825 (La. 11/8/96), 682 So.2d 1253. That Court, recognizing a split amongst the various appellate circuit courts on the issue of whether a partial summary judgment ordering an insurer to defend an action was a non-appealable interlocutory judgment or a partial final judgment reviewable by appeal, provided the following guidance:

[Louisiana Code of Civil Procedure article] 966 D permits summary judgment on the issue of insurance coverage, which for procedural purposes implicitly includes the issue of duty to defend. [Louisiana Code of Civil Procedure article] 1915 provides that a summary judgment rendered pursuant to art. 966 D is not a partial final judgment for purposes of appeal.

At the time of that decision, La. C.C.P. art. 966(D) provided that “[a] summary judgment may be rendered on the issue of insurance coverage alone although there is a genuine issue as to liability or the amount of damages.” Also at that time, La. C.C.P. art. 1915 provided, in pertinent part:

A. A final judgment may be rendered and signed by the court, even though it may not grant the successful party all of the relief prayed for, or may not adjudicate all of the issues in the case, when the court:

* * *

(3) Grants a motion for summary judgment, as provided by Articles 966 through 969, except a summary judgment rendered pursuant to Article 966(D).

Following that ruling, an amendment to La. C.C.P. art. 1915 via Acts 1997, No. 483, § 2, effective July 1, 1997, no longer allowed a partial judgment or partial summary judgment to be treated as a final, appealable judgment unless it was

³ *Lawson v. Straus*, 95-1017 (La. App. 4 Cir. 8/23/95), 660 So.2d 892; *Orleans Par. School Bd. v. Scheyd, Inc.*, 95-2653 (La. App. 4 Cir. 4/24/96); *Milano v. Bd. of Com’rs of Orleans Levee Dist.*, 96-1168 (La. App. 4 Cir. 6/12/96), 676 So.2d 195.

“designated as a final judgment by the court after an express determination that there is no just reason for delay.”⁴ Although La. C.C.P. art. 1915 was amended multiple times over the years, at the time the district court’s November 12, 2024 judgment was rendered in the instant matter, that proviso was still intact in the article.

In 2025, our legislature amended article 1915 yet again via Acts 2025, No. 250, § 3, which removed that avenue of converting a partial judgment into a final one, now providing in La. C.C.P. art. 1915(C) that:

Except as otherwise provided by law, when a court grants a judgment or summary judgment, or sustains an exception in part, as to one or more but fewer than all of the claims, demands, issues, or theories by or against a party, whether in an original demand, reconventional demand, cross-claim, third-party claim, or intervention, that judgment is an interlocutory judgment.

Furthermore, the Act included the pronouncement that:

The provisions of Article 1915 as amended by Section 3 of this Act shall have prospective application only and shall not apply to appeals and supervisory writs filed prior to the effective date of this Act.

Amerisure points out that it did file an application for supervisory writs to this Court following the November 12, 2024 judgment, which was denied in Case No. 2024-C-0803. However, that is not determinative here. Our Supreme Court explained in *In re Interdiction of Gambino*:

Neither La. Code Civ. P. art.1915(B) nor other provision of Louisiana law establishes a time delay for filing a motion to certify a judgment as final. Absent an expression of legislative will, Louisiana courts cannot impose a specific delay for filing a motion to certify a judgment as final for purposes of immediate appeal. *Fraternal Order of Police v. City of New Orleans*, []02-1801 (La. 11/8/02), 831 So.2d 897, 899. Thus, a certification order issued after notice of appeal can cure jurisdictional defects in the appeal. See *Roundtree v. New Orleans Aviation Bd.*, []04-0702 (La. App. 4 Cir. 2/4/05), 896 So.2d

⁴ The 1997 version of article 1915 also allowed a partial judgment to be designated as final if specifically agreed to by the parties. This option was later eliminated in a 1999 amendment.

1078, 1083; *In re Succession of Grimmer*, 31,975 (La. App. 2 Cir. 3/5/99), 738 So.2d 27, 31.

20-00312, p. 1 (La. 6/3/20), 296 So.3d 1046 (citing *Fraternal Order of Police v. City of New Orleans*, 02-1801 (La. 11/8/02), 831 So.2d 897, 899).

Accordingly, considering the prospective nature of Acts 2025, No. 250, § 3 and the fact that the notice of appeal was filed well after the January 14, 2026 consent judgment that designated the November 12, 2024 judgment as a final appealable judgment, we find that we have jurisdiction to consider Amerisure's appeals.

STANDARD OF REVIEW

“When reviewing partial summary judgments, the appellate courts use a *de novo* standard of review.” *Fresenius Med. Care Lake Forest, LLC v. Foster*, 24-0804, p. 4 (La. App. 4 Cir. 6/25/25), 417 So.3d 1009, 1012 (citing *Espinosa v. Accor N. Am., Inc.*, 14-0001, p. 5 (La. App. 4 Cir. 9/24/14), 148 So.3d 244, 249).

DISCUSSION

Amerisure asserts but a single assignment of error for this Court to review. Namely, Amerisure declares that the district court erred when it found that Amerisure owed a duty to defend AECO and Acousti under the terms of its insurance policy found in Coverage B.⁵ We begin by discussing the applicable law.

“Interpretation of an insurance policy usually involves a legal question that can be resolved properly within the framework of a motion for summary judgment.” *Choice Found. v. Law Indus., LLC*, 21-0431, p. 4 (La. App. 4 Cir. 3/2/22), 336 So.3d 501, 504 (quoting *Thebault v. Am. Home Assur. Co.*, 15-0800,

⁵ In a December 20, 2024 consent judgment, the parties stipulated that no coverage existed for Appellees under Coverage A of the policy.

p. 5 (La. App. 4 Cir. 4/20/16), 195 So.3d 113, 116). “An insurance policy is a contract between the parties and should be construed employing the general rules of interpretation of contracts set forth in the Louisiana Civil Code.” *Id.* at p. 4, 336 So.3d at 505 (quoting *Thebault*, 15-0800, p. 5, 195 So.3d at 116-17). “The extent of coverage is determined by ‘[t]he parties’ intent as reflected by the words in the policy,’ and ‘[s]uch intent is to be determined in accordance with the general, ordinary, plain and popular meaning of the words used in the policy, unless the words have acquired a technical meaning.’” *Id.* (quoting *Perniciaro v. McInnis*, 18-0113, p. 10 (La. App. 4 Cir. 9/7/18), 255 So.3d 1223, 1231). “Insurers can limit their liability absent a conflict with statutory provisions or public policy.” *Id.* “The insurer has the burden of proving that a claimed loss falls within the policy exclusion.” *Id.*

“The duty to defend arises solely under contract.” *Id.* (quoting *Arceneaux v. Amstar Corp.*, 15-0588, p. 12 (La. 9/7/16), 200 So.3d 277, 286). “Under Louisiana law, the duty to defend is broader than the duty to indemnify.” *Id.* (quoting *Spencer v. Chevron Corp.*, 16-0174, p. 7 (La. App. 4 Cir. 9/28/16), 202 So.3d 1055, 1059). “The issue of whether a liability insurer has the duty to defend a civil action against its insured is determined by application of the ‘eight-corners rule,’ under which an insurer must look to the ‘four corners’ of the plaintiff’s petition and the ‘four corners’ of its policy to determine whether it owes that duty.” *Id.* at p. 5, 336 So.3d at 505 (quoting *Plaia v. Stewart Enterprises, Inc.*, 14-0159, p. 35 (La. App. 4 Cir. 10/26/16), 229 So.3d 480, 504). “[T]he factual allegations of the plaintiff’s petition must be liberally interpreted to determine whether they set forth grounds which raise even the possibility of liability under the policy.” *Id.* (alteration in original).

“If, assuming all of the allegations of the petition to be true, there would be both coverage under the policy and liability of the insured to the plaintiff, the insurer must defend the insured regardless of the outcome of the suit.” *Id.* (quoting *Spencer*, 16-0174, p. 8, 202 So.3d at 1059). “[E]ven though a plaintiff’s petition may allege numerous claims for which coverage is excluded under an insurer’s policy, a duty to defend may nonetheless exist if there is at least a single allegation in the petition under which coverage is not unambiguously excluded.” *Id.* (quoting *Mossy Motors, Inc.*, 04-0726, p. 6, 898 So.2d at 606). “However, ‘[i]f a petition does not allege facts within the scope of coverage, an insurer is not legally required to defend a suit against its insured.’” *Id.* (quoting *Spencer*, 16-0174, p. 8, 202 So.3d at 1059).

The relevant portions of the policy at issue here set forth:

COVERAGE B-PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “personal and advertising injury” to which this Insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the Insured against any “suit” seeking damages for “personal and advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or “suit” that may result. But:

(1) The amount we will pay for damages is limited as described In Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of Insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments-Coverages A and B.

- b. This insurance applies to “personal and advertising injury” caused by an offense arising out of your business but only if the offense was committed in the “coverage territory” during the policy period.

Contained within the definitions section and at issue here:

- 14. “Personal and advertising injury” means Injury, including consequential “bodily injury” arising out of one or more of the following offenses:

* * *

- b. Malicious prosecution;

* * *

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;

And the operative allegation in Stewart’s petition that Appellees aver gives rise to Amerisure’s duty to defend is found in Paragraph 56 of the petition, which asked the district court to declare:

AECO liable for damages caused by its negligence, including but not limited to, accounting fees, management costs, loss of business, impact to ongoing Stewart projects, **loss of reputation**, interest on funds due to Stewart delayed by AECO actions and breaches, and attorney’s fees and costs. (Emphasis added).⁶

In their brief to this Court, Appellees first point to five different allegations contained in the petition that they claim demonstrate how Stewart stated a valid

⁶ Paragraph 47 of the petition also includes a claim for loss of reputation, but that claim is based upon a breach of contract, which the parties both agree is excluded under the liability policy. Appellees argue in their brief that Acousti was not a party to any contract with Stewart, and, therefore, could not be sued for loss of reputation as a breach of contract claim, only under a theory of negligence. However, the record before us contains neither any contracts nor any affidavit to attest to this fact. “Appellate courts are courts of record and may not review evidence that is not in the appellate record, or receive new evidence.” *Faubourg Marigny Improvement Ass’n v. New Orleans City Council*, 26-0129 (La. App. 4 Cir. 9/11/26), ___ So.3d ___, ___, 2026 WL 2676526 at *2, n. 4 (quoting *Med. Rev. Panel for Bush*, 21-00954, p. 7 (La. 5/13/22), 339 So.3d 1118, 1124). “Argument of counsel, no matter how artful, is not evidence.” *State v. Serigne*, 24-0107, p. 8 (La. App. 4 Cir. 2/12/25), 409 So.3d 258, 264 (quoting *JoAnn Place v Ricard*, 22-0456, p. 12 (La. App. 4 Cir. 12/27/22), 356 So.3d 518, 527).

claim for loss of reputation based upon negligence.⁷ Those allegations include: improperly filing liens affecting immovable property and failing to remove those liens; improperly submitting costs that were not actually incurred; improperly obtaining Owner Controlled Insurance Program (“OCIP”) exemption by misrepresenting certain facts; misrepresenting and improperly registering other parties’ employees as AECO employees; and misclassifying employees as independent contractors. Next, Appellees offer that filing and failing to remove an improperly filed lien could be construed as malicious prosecution.

In contrast, Amerisure first argues that there are no factual allegations asserted in the petition that would give rise to a duty to defend under the unambiguous terms of the policy. Next, it contends that none of the claims cited by Appellees sound in negligence—that they can all be classified as breach of contract claims, intentional acts, or acts against public policy. Finally, in its reply brief, Amerisure points out that Appellees failed to raise or argue malicious prosecution at the district court level and, as a result, that argument is not properly before this Court. We find Amerisure’s arguments to be persuasive.

As Amerisure pointed out, the record does not reflect that Appellees argued or briefed the issue of malicious prosecution to the district court. This Court has recently explained that “Rule 1-3 of the Uniform Rules of the Courts of Appeal provides, in pertinent part, that ‘[t]he Courts of Appeal shall review issues that were submitted to the trial court and that are contained in specifications or assignments of error, unless the interest of justice requires otherwise.’” *Reissland v. Valluzzo Companies, LLC*, 25-0379, p. 25 (La. App. 4 Cir. 12/29/25), ___, So.3d ___, ___, 2025 WL 3754077 at *12. “Under that rule, ‘in general, issues not

⁷ These allegations are found in paragraphs 21, 20, 25, 26 and 30 of the petition.

argued before the trial court for decision will not be considered for the first time on appeal, unless the interest of justice clearly requires otherwise.” *Id.* (quoting *Clavo v. Fara Ins. Serv.*, 18-0727, p. 7 (La. App. 4 Cir. 1/30/19), 363 So.3d 286, 291. Jurisprudence has developed a test to aid in determining when an “interest of justice” exception applies:

(a) when fundamental constitutional due process is involved; (b) when a jurisdictional concern is implicated; (c) when a trial judge may have had improper ex parte communication; (d) where the proper resolution of an issue is beyond a doubt or where injustice might occur; (e) when an incorrect law has been applied; and (f) when a pure question of law is involved and the failure to consider it would result in the miscarriage of justice.

Id. at p. 26, 2025 WL 3754077 at *12 (quoting *Bayou Bridge Pipeline, LLC v. 38.00 Acres*, 19-565, p. 9 (La. App. 3 Cir. 7/15/20), 304 So.3d 529, 539).

“If the interest of justice exception does not apply and a party presents an argument for the first time on appeal, then that party ‘seek[s] to introduce a completely new issue to th[e] case,’ one which ‘was neither presented . . . to the [district] court, nor ruled upon by the [district] court.’” *Id.* at p. 26, 2025 WL 3754077 at *13 (citation omitted) (first two alterations in original). “Were an appellate court to consider that new issue, it would be equivalent to permitting a party to shift to a new argument and to ‘a better horse to ride’ at the appellate level” *Id.* (citation omitted). “This is unfair to the opposing party and presents potential judicial inefficiency problems by not permitting the [district] court to resolve issues in the first place.” *Id.*

Finding that none of the factors are extant in this case to apply the interest of justice exception, we find it would be unfair to Amerisure for this Court to address that argument now. This argument is without merit.

Next, putting aside the allegation in reference to liens for now, it appears that Amerisure’s characterization of Appellees’ claims of negligence to actually be rooted in contract, intentional acts or against public policy is accurate—e.g., improperly submitting costs not incurred; improperly classifying employees as independent contractors, etc. Moreover, based on the record before us, it is unclear which, if any, of Stewart’s claims are related to a direct breach of contract. As we pointed out earlier in this opinion, the appellate record does not contain any of the contracts pertinent to this case. Again, “[a]ppellate courts are courts of record and may not review evidence that is not in the appellate record, or receive new evidence.” *Faubourg Marigny Improvement Ass’n v. New Orleans City Council*, 26-0129 (La. App. 4 Cir. 9/11/26), ___ So.3d ___, ___, 2026 WL 2676526 at *2, n. 4 (quoting *Med. Rev. Panel for Bush*, 21-00954, p. 7 (La. 5/13/22), 339 So.3d 1118, 1124). Nevertheless, we find that none of the allegations Appellees now point to sound in negligence.

Finally, we return to the policy language and the petition to determine whether, applying the eight corners rule, Stewart alleged facts within the scope of coverage, thereby triggering Amerisure’s duty to defend. Previously, we recited the policy provision Appellees insist affords coverage as a personal and advertising injury:

Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;

When reviewing the four corners of the petition, we find that liens are mentioned in two separate paragraphs. First, paragraph 4 of the petition references liens in order to assert that the Orleans Parish district court was the proper venue to hear the case. That paragraph provides, in pertinent part:

Venue is proper in this court . . . because work was performed in the Parish of Orleans under the contracts, relates to liens and/or privileges filed by AECO in the Parish of Orleans affecting immovable property located in the Parish of Orleans . . . and the principal place of business of AECO is Orleans Parish.

Second, paragraph 21 alleges that the liens were improperly filed, but alleges the impact of those liens was Stewart's inability to receive payment:

AECO filed improper liens on the Project affecting the immovable property referenced in Paragraph 5 for funds either not due or not yet due strictly as a result of AECO's failure to comply with the AECO Sub-Subcontract and Skanska Subcontract's requirements. Despite repeated amicable demand, AECO has failed to remove any of the liens. This failure by AECO has adversely affected and continues to adversely affect and impair [Stewart's] ability to receive payment from Skanska for the work done under the Skanska Subcontracts. In addition, AECO refused to sign monthly lien releases also impacting the Subcontractors ability to receive monthly payments from Skanska further impacting Subcontractor causing additional damage.

Presently, in their briefs to this Court and at oral argument, Appellees attempt to establish a link between the filing of the liens and the allegation of loss of reputation alleged in paragraph 56, as quoted previously in this opinion. Accepting as true that the liens were improperly filed, Appellees cannot point to a single factual allegation in the petition that sets forth that the filing of those liens is tantamount to a written publication that slanders, libels or disparages an organization within the meaning of the policy, relates to an actual loss of reputation or any damages arising from any such loss. When arguing before this Court, counsel for Appellees could only postulate that the existence of the liens *might* have resulted in a disparagement of Stewart's reputation that *possibly* led to a loss of future business. We find this position is both conclusory and speculative. As we previously stated elsewhere in this opinion, '[i]f a petition does not allege facts within the scope of coverage, an insurer is not legally required to defend a

suit against its insured.’” *Choice Found.*, 21-0431, p. 5, 336 So.3d at 505 (quoting *Spencer*, 16-0174, p. 8, 202 So.3d at 1059). This argument is unpersuasive.

DECREE

For the foregoing reasons, we reverse the district court’s November 12, 2024 judgment that found Amerisure had a duty to defend AECO and Acousti, and vacate that portion of the January 14, 2026 consent judgment that cast Amerisure in judgment for \$436,003.31 for Appellees’ defense costs, plus interest from the day of signing of that judgment.

**NOVEMBER 12, 2024 JUDGMENT REVERSED;
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