

Fifth Circuit Court of Appeal
State of Louisiana

No. 25-CA-336

WILLIAM AND PRISCILLA TEAGUE

versus

HTL VENTURES, L.L.C., HAROLD LANDECHE, ABC INSURANCE COMPANY AND SETH
DUFRENE

ON APPEAL FROM THE TWENTY-NINTH JUDICIAL DISTRICT COURT
PARISH OF ST. CHARLES, STATE OF LOUISIANA
NO. 90,999, DIVISION "E"
HONORABLE LAUREN D. ROGERS, JUDGE PRESIDING

March 23, 2026

STEPHEN J. WINDHORST
JUDGE

Panel composed of Judges Susan M. Chehardy,
Jude G. Gravois, and Stephen J. Windhorst

AFFIRMED

SJW
SMC
JGG

TRUE COPY



JALISA WALKER
DEPUTY CLERK

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WILLIAM AND PRISCILLA TEAGUE

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David P. Salley

J. Michael Haupt, Jr.

WINDHORST, J.

In this redhibition action, plaintiffs/appellants, William and Priscilla Teague, appeal the trial court's judgment, granting the motion for summary judgment filed by defendants/appellees, HTL Ventures, LLC and Harold Landeche, and dismissing plaintiffs' claims against them. For the following reasons, we affirm the trial court's judgment.

FACTS

On August 26, 2022, Mr. and Mrs. Teague filed a petition for damages against HTL Ventures, LLC, Harold Landeche, and Seth Dufrene, asserting claims related to the purchase of a house allegedly with hidden defects in Luling, Louisiana from HTL. HTL is a property management company owned and operated by Mr. Landeche. Mr. and Mrs. Teague purchased the home from HTL in September 2020.

As part of the sale, defendants completed a property disclosure form in which they represented the information contained therein was true and correct, including that (1) they were not aware of any defects in the property, except for in the ceilings; (2) the house had suffered fire damage and identified it as "fireplace fire/complete remodel of upstairs and roof"; (3) the property did not contain any "contaminated drywall/sheetrock" or "other adverse material or conditions." The disclosure form required the seller to "detail all property damages/defects and repair status" of the house. The disclosure form indicates defendants disclosed to the Teagues that a fire had damaged the house.

In the Act of Sale, Mr. and Mrs. Teague agreed to purchase the property "as is" and signed a waiver of warranty and redhibition rights. According to the property disclosure form, a seller is "required to make written disclosure of known defects regarding a property being transferred." A "known defect" is a condition found within the property that was actually known by the seller and that results in a substantial effect on the property's value; significantly impairs the health or safety

of the occupants; or could significantly shorten the life expectancy of the property if not repaired, removed, or replaced.

Before purchasing the house, the Teagues had home and plumbing inspections conducted. Keypoint Home Inspections performed a general home inspection, during which the inspector noted a white coating in the attic that was consistent with fire remediation repairs. Hy-Tech Video Plumbing Inspections also inspected the plumbing and drainage on the property.

In August 2021, Hurricane Ida caused severe damage to the area, including the Teagues' house. While inspecting and repairing water damage to the house caused by Ida, the Teagues discovered soot on sheetrock and insulation consistent with fire damage. Thus, after Hurricane Ida, the Teagues claim they discovered the fire damage to the house was far more extensive than what defendants and the realtor had disclosed in the disclosure form provided to the Teagues at the time of the sale. The Teagues obtained estimates to repair the fire-related damage and learned that much of the house would have to be gutted and rebuilt, which would cost approximately \$480,000.00.

In their petition, the Teagues asserted causes of action based on breach of warranty, redhibition, breach of contract, negligent misrepresentation, fraud and misrepresentation, unfair trade practices, and unjust enrichment. With respect to breach of warranty, the Teagues asserted defendants knew or should have known of the defects in the property and failed to disclose the defects to them at the time of the sale. The Teagues alleged that defendants breached their contract, the Act of Sale, when they (1) failed to disclose the extent of the fire damage and the improper remediation work; and (2) represented that they obtained all permits and inspections in relation to the alterations.

The Teagues also asserted a fraud and misrepresentation claim, claiming defendants suppressed and/or misrepresented the truth about the extent of the fire,

the lack of property remediation, and the condition of the property. They contended that defendants' actions violated the Louisiana Unfair Trade Practices Act.

Plaintiffs sought return of the purchase price, damages for the depreciated value of the house, and/or damages to remediate the property to a habitable condition, as well as attorneys' fees and costs under La. R.S. 51:1409. Plaintiffs also sought damages for mental anguish, emotional distress, and inconvenience.

MOTION FOR SUMMARY JUDGMENT

In January 2025, defendants filed a motion for summary judgment, claiming the Teagues could not satisfy their burden of proof on their claims asserted against them. Defendants argued that the Teagues had waived all rights related to any redhibition and warranty claims, that the fire damage to house had been disclosed, and that they had signed valid and enforceable waivers. Defendants also argued that the undisputed facts did not support a fraud or misrepresentation claim because defendants disclosed to the Teagues that a fire had occurred in the house and had resulted in a "complete remodel of the upstairs and roof." Defendants asserted the Teagues could not prove a misrepresentation or suppression because the Teagues admitted they did not have any discussions with Mr. Landeche about the fire repairs before the sale. Thus, defendants contended there is no evidence they attempted to hide any damage from the Teagues, and no evidence of fraud or misrepresentation.

Defendants' attachments to their motion included the depositions of Mr. Landeche and the Teagues. In his deposition, Mr. Landeche stated that, before purchasing the house, he viewed the fire-damaged house about three times and had a residential home builder evaluate the damage and provide his opinion on the extent of renovations required to rebuild the house. Mr. Landeche is not a contractor and has had minimal experience in renovating a house with fire damage.

Mr. Landeche acknowledged that, before he purchased the house, he received a copy of the ASI Ins. Co.'s Inspection Report, which purportedly setting forth the

extent of the fire damage with the estimated cost of repairs redacted. However, he testified he did not use the insurance report in determining what repairs he made to the house. Mr. Landeche admitted that the disclosure form provided to him when he purchased the house (the Majorias' Property Disclosure Form, Ex. E) stated extensive fire damage to the property on 2/3/2019, and that the disclosure form he provided to the Teagues stated fireplace fire/complete remodel of the upstairs. According to Mr. Landeche's deposition, he purchased the house for \$190,000.00 and listed and sold the house to the Teagues for \$525,000.00.

In Mr. Teague's deposition, he acknowledged that defendants disclosed a fire had damaged the house and that he did not question Mr. Landeche regarding the extent of the fire damage or the repairs done to the house. Before purchasing the house, Mr. Teague testified Keypoint and Hy-Tech Plumbing inspected the house. He testified, however, that plenty of unremediated fire damage remains in the house in that there is soot on the spray foam insulation of the majority of the first floor, the dining room subfloor, and the entire ceiling of the garage. He also stated some of the upstairs sheetrock is completely charred, which indicates the entire upstairs was not remodeled, and there are doorframes with soot on the top. Mr. Teague confirmed that he and his wife did not receive a copy of ASI Ins. Co.'s Inspection Report estimating the fire damage before purchasing the house.

Mr. Teague stated that after discovering the fire damage, Guarantee Restoration Services evaluated the damage and informed them it was necessary to take the house down to the studs to treat and remove all the unmediated fire damage, which would cost \$67,865.00. Mr. Teague testified that all the insulation must be removed and replaced. The Teagues also obtained an estimate to rebuild the sections of the house that had to be gutted, which amounted to approximately \$410,000.00.

Mr. Teague acknowledged in his deposition that the Act of Sale contained language indicating the sale was "as is" and without warranties. Mrs. Teague also

indicated in her deposition that she and Mr. Teague did not have a contractor or anyone evaluate the extent of the fire damage or the scope of the repairs. Mrs. Teague further indicated that the house is livable despite the remaining fire damage.

Mrs. Teague testified that after discovering the remaining fire damage, she met Mrs. Majoria, one of the homeowners at the time of the fire, who gave her a copy of the insurance report detailing the damage caused by the fire.

Mrs. Teague explained that she was present at the house when Guarantee came to the house and spent approximately two hours evaluating the remaining fire damage. She testified that Guarantee informed her they would remove all the sheetrock and spray and clean behind the sheetrock to eliminate the soot and remediate the fire damage. Guarantee informed her the soot is toxic and required cleaning. She was also present when Daniel Pastrana came to the house and discussed rebuilding the house after the sheetrock and insulation were removed. She testified that the attic walls, including the beams, are spray-painted white to cover the black and the wood in the attic is still charred. Mrs. Teague testified that the house remains covered in fire soot, specifically referring to multiple bedrooms, the computer room, and the dining room. Mrs. Teague stated that because the soot was behind the walls, no one could discover the remaining fire damage without poking holes through the sheetrock to see behind the walls.

After discovering the remaining fire damage, Mrs. Teague testified she asked Mr. Landeche which company had done the fire remediation on the house. When she called the company, she was informed that they did not do any remediation. The company informed her that Mr. Landeche had rented ozone machines from it to eliminate the smell of smoke.

During her deposition, Mrs. Teague indicated that she understood “as is” to mean she was purchasing the property in the state it sits at the time of the purchase. She specifically acknowledged that the Act of Sale documents contained a provision

stating:

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever.

In opposition, the Teagues asserted there are genuine issues of material fact regarding whether Defendants fraudulently failed to disclose the true extent of the fire damage. Specifically, the disclosure form provided to the Teagues indicated there was a fireplace fire, but the disclosure form provided to Mr. Landeche when he purchased the house indicated extensive fire damage and attached an insurance report detailing all the damage. Thus, the Teagues contended the fire damage was far greater than what defendants disclosed at the time of the sale. The Teagues argued defendants did not disclose the full extent of damages to obtain an unjust advantage in selling the property in that the Teagues would not have paid the property's market value with knowledge of the remaining fire damage in the house. Thus, the Teagues contended there are significant questions of fact as to whether defendants' failure to disclose the extent of the prior fire damage renders the redhibition waivers unenforceable; whether the Teagues acted as reasonably prudent buyers; and whether fraud or misrepresentation vitiated the waiver of redhibition.

After a hearing, the trial court granted the motion for summary judgment and dismissed the Teagues' claims against defendants. The trial court concluded that the evidence leads "to the conclusion that HTL did not misrepresent or suppress or omit true information about the fire in the home." The court relied on the statement regarding the fire in the disclosure form and at the time of the sale, Mr. Landeche's discussion with the Teagues' realtor about the fire, and Mr. Teagues' belief that Mr. Landeche would answer any questions. The court also noted Mr. Landeche dug out an area with a potential plumbing concern for the Teagues and took pictures and a video to show the pipes were not affected by tree roots. The trial court further

concluded the Teagues did not act as reasonably prudent buyers because, despite knowing of the fire and their own inspector pointing it out, the Teagues never had an inspection specific to the fire.

LAW and ANALYSIS

On appeal, the Teagues assert that the trial court erred in failing to admit certain pictures authenticated in Mr. Teague's deposition, finding the Teagues were not reasonably prudent buyers, and finding defendants did not misrepresent or suppress or omit any information concerning the extent of the fire damage to the house.

Summary Judgment Standard

An appellate court reviews summary judgment ruling *de novo*. Robinson v. Otis Condominium Ass'n, Inc., 20-359 (La. App. 5 Cir. 2/3/21), 315 So.3d 356, 361, writ denied, 21-343 (La. 4/27/21), 314 So.3d 837. Thus, we use the same criteria as the trial court in determining if summary judgment is appropriate: whether there is a genuine issue of material fact and whether the mover is entitled to judgment as a matter of law. Johnson v. Consol. Sewerage Dist. #1 of Par. of Jefferson, 23-498 (La. App. 5 Cir. 5/1/24), 389 So.3d 211, 215.

A court shall grant a motion for summary judgment if the motion, memorandum, and supporting documents show that there is no genuine issue as to material fact and that the mover is entitled to judgment as a matter of law. La. C.C.P. art. 966 A(3). The mover has the initial burden to show no genuine issue of material fact exists. La. C.C.P. art. 966 D(1); Creager v. Marrero Land & Improvement Ass'n Ltd., 21-322 (La. App. 5 Cir. 2/23/22), 362 So.3d 696, 700. If the moving party will not bear the burden of proof at trial, the moving party is only required to point out the absence of factual support for one or more elements essential to the adverse party's claim, action, or defense. Id. The adverse party must then produce factual support to establish that he will be able to satisfy his evidentiary burden of proof at

trial. Johnson, 389 So.3d at 215. If the adverse party fails to do so, there is no genuine issue of material fact, and summary judgment should be granted. Id.

A genuine issue exists where reasonable persons, after considering the evidence, could disagree. Suire v. Lafayette City-Par. Consol. Gov't, 04-1459 (La. 4/12/05), 907 So.2d 37, 48. In determining whether an issue is genuine, a court should not consider the merits, make credibility determinations, evaluate testimony or weigh evidence. Id. A fact is “material” if it is one that would matter at trial on the merits. Id. Any doubt as to a dispute regarding a material issue of fact must be resolved against granting the motion and in favor of trial on the merits. Id. Guided by the *de novo* standard of review, we consider whether the trial court properly granted defendants’ motion for summary judgment.

Defendants’ motion for summary judgment depends on the existence of a genuine issue of material fact regarding whether Mr. Landeche intended to misrepresent or suppress the extent of the fire-related damage to the Teagues; and whether the Teagues acted as reasonably prudent buyers. The two issues are interrelated because many of the same facts show that the evidence is lacking to prove Mr. Landeche had any intent to misrepresent or suppress the extent of the damage and that the Teagues did not act as reasonably prudent buyers.

Redhibition, Waiver, and Fraud

Under La. C.C. art. 2520, the seller warrants the buyer against redhibitory defects in the thing sold. A defect is redhibitory when the defect renders the thing useless, or its use so inconvenient that it must be presumed that a buyer would not have bought it had he known of the defect. Id. A defect is also redhibitory when, without rendering the thing totally useless, it diminishes its usefulness or its value so that it must be presumed that a buyer would still have bought it, but for a lesser price. Id.

Under La. C.C. art. 2548, even when the parties agree to an exclusion or limitation of the warranty against redhibitory defects, a waiver of redhibition is not binding in circumstances where the seller has declared that the thing has a quality that he knew it did not have. A seller who, with knowledge of a redhibitory defect fails to disclose it, and instead obtains the buyer's waiver against redhibitory defects commits fraud, which invalidates the buyer's waiver. Shelton v. Standard/700 Associates, 01-0587 (La. 10/16/01), 798 So.2d 60, 64. However, a seller owes no warranty for defects that were known to the buyer at the time of the sale or that should have been discovered by a reasonably prudent buyer. La. C.C. art. 2521. A buyer has a duty to reasonably inspect the property, considering all the circumstances surrounding the sale. Newton v. Dongieux, 13-776 (La. App. 5 Cir. 6/24/14), 145 So.3d 478, 483.

The Residential Property Disclosure Act, La. R.S. 9:3196, *et seq.* (RPDA), requires a seller of residential property to complete and deliver a property disclosure document to the buyer which discloses, at a minimum, "known defects" in the residential real property. La. R.S. 9:3196(2). The Act defines a "known defect" as a condition known to the seller that has a substantial adverse effect on the property's value, significantly impairs the health or safety of the property's future occupants, or significantly shortens the property's expected normal life, if not corrected. La. R.S. 9:3196(1). The seller has the duty to complete the property disclosure document in good faith to the best of his belief and knowledge as of the date he completes and signs it. La. R.S. 9:3198 B(1). The property disclosure document does not constitute a warranty by the seller and is not intended to be a part of any contract between the seller and buyer. La. R.S. 9:3198 D(1). The property disclosure document may not be used as a substitute for any inspections or warranties that the seller or buyer may obtain, and the RPDA does not preclude the buyer's rights or duties to inspect the physical condition of the property. La. R.S.

9:3198 D(2); McDonald v. D'Amico, 23-884 (La. App. 1 Cir. 3/22/24), 385 So.3d 1162, 1168, writ denied, 24-444 (La. 6/19/24), 386 So.3d 674.

A seller shall not be liable for any error, inaccuracy, or omission of information required in the property disclosure document, if the error, inaccuracy, or omission was not a willful misrepresentation according to the best of the seller's information, knowledge, and belief. La. R.S. 9:3198 E(1). However, a seller who makes a willful misrepresentation in a property disclosure document can be found liable for fraud. Stutts v. Melton, 13-557 (La. 10/15/13), 130 So.3d 808, 813 (the RPDA, La. R.S. 9:3200, "shall not limit or modify any obligation between buyers and sellers created by any other statute or that may exist in law.")

There are three elements for fraud against a party to a contract: (1) a misrepresentation, suppression, or omission of true information; (2) the intent to obtain an unjust advantage or to cause damage or inconvenience to another; and (3) the error induced by the fraudulent act must relate to a circumstance substantially influencing the victim's consent to the contract. Newton, 145 So.3d at 485; Shelton, 798 So.2d at 64.

Upon *de novo* review, we find no genuine issue of material fact exists as to whether Mr. Landeche committed fraud in failing to disclose the extent of the fire damage. The admissible exhibits attached to the summary judgment pleadings do not contain evidence that Mr. Landeche willfully misrepresented, suppressed, or omitted information about the house with the intent to obtain an unjust advantage over the Teagues or to cause damage or inconvenience to the Teagues.

First, Mr. Landeche clearly disclosed to the Teagues that the property had suffered fire damage, and he had repaired the house thereafter. His disclosure form stated a fire had occurred in the house, and parts of the house had been remodeled after the fire.

In the Majorias' Property Disclosure Form (Ex. E) provided to Mr. Landeche for the 2019 sale by the Majorias to HTL/Landeche, the Majorias checked "yes" to question 19, indicating previous fire damage. As the question instructs, the Majorias provided this explanation: "Extensive FIRE damage to property on 2/3/2019. See ASI Ins. Co. Inspection Report Attached Hereto." No other explanation was given.

Among other contentions, the Teagues contend that Mr. Landeche's failure to disclose particularly the ASI Inspection Report shows his intent to misrepresent, suppress, or omit the true extent of the fire damage. However, the ASI Inspection Report was not included in Ex. E, nor was it admitted or offered as evidence through any other means permitted by La. C.C.P. art. 966 A(4)(a) to oppose summary judgment. Consequently, the trial court correctly ruled that the report could not be considered. The ASI Inspection Report was not proffered, nor was the court's refusal to consider the report assigned as error.

Second, the Teagues did not question Mr. Landeche regarding the scope of the damage or the repairs. Thus, before purchasing the house, they did not investigate the extent of the fire damage or question what was and was not repaired.

Third, the Teagues did not seek an inspection specific to the fire damage and the repairs thereto, all of which were within their rights and duties. La. R.S. 9:3198 D(2); McDonald, 385 So.3d at 1168.

Fourth, Mr. Landeche was not a highly experienced contractor and had minimal knowledge of fire remediation. He relied on his contractors to assist in determining what repairs were necessary and whether the repairs were sufficient to remediate the fire damage. Thus, there is no evidence to indicate he knew that any fire damage was not repaired.

Finally, the record does not show that there were any negotiations regarding the purchase price, or that the Teagues attempted to purchase the house at a lower price.

We find that there is no factual support to show that Mr. Landeche willfully misrepresented or omitted information known to him regarding fire damage; or that he did so with the intent to obtain an unjust advantage over, or to cause damage or inconvenience to the Teagues; or that he did so to fraudulently influence the Teagues to agree to the sale and price. These are each essential elements of fraud which must be proven when the act of sale contains a clear “as is” waiver of redhibition. The burden of proving these elements at trial is upon plaintiffs, the Teagues, and it is therefore their burden at summary judgment to show that they will be able to produce some evidence at trial to support these essential elements. La. C.C.P. art. 966 D(1); Creager, 362 So.3d at 700. In the absence of such factual support, there is no genuine issue of material fact. Id.

Accordingly, based on the exhibits produced in opposition to summary judgment, and on the totality of circumstances regarding the purchase of this property, we find no genuine issue of material fact exists indicating that defendants committed fraud by failing to disclose the extent of the fire damage, and that summary judgment on this claim is appropriate.

The “Reasonably Prudent Buyer”

A seller owes no warranty for defects in the thing sold that were known to the buyer or should have been discovered by a reasonably prudent buyer. La. C.C. art. 2521. Apparent defects are those that the buyer might have observed by simple inspection; hidden or non-apparent defects are those that a buyer could not have discovered by simple inspection. Lemaire v. Breaux, 00-1826 (La. App. 5 Cir. 4/11/01), 788 So.2d 498, 501; Grimaldi Const., Inc. v. J.P. and Sons Contractors, Inc., 96-470 (La. App. 5 Cir. 12/11/96), 686 So.2d 935, 938. Simple inspection involves more than mere casual observation. Landaiche v. Supreme Chevrolet, Inc., 602 So.2d 1127, 1131 (La. Ct. App. 1992). Simple inspection requires the buyer who observes defects to investigate further to the extent that a reasonably prudent

buyer acting under similar circumstances would investigate. Id. The determination of whether an inspection is reasonable depends upon the facts of each case and includes such factors as the knowledge and expertise of the buyer, the opportunity for inspection, and the assurances made by the seller. Merlin v. Fuselier Const., Inc., 00-1862 (La. App. 5 Cir. 5/30/01), 789 So.2d 710, 715.

The record shows that defendants disclosed to the Teagues that the house had suffered fire damage, and that they had repaired the house after the fire. The Teagues did not question Mr. Landeche regarding the extent of the fire damage to the house or the scope of the repairs done after the fire. The Teagues also did not investigate the scope of the fire damage through an inspection.

Once defendants disclosed the fire damage, it was incumbent upon the Teagues, as purchasers, to act as reasonably prudent buyers and to further investigate the scope of the damage. See Newton, 145 So.3d at 484 (purchasers did not seek a specific inspection regarding the flooding issue or elevation of the property despite knowing of a potential flooding defect). When the Teagues signed the property disclosure form, they were aware of the prior fire damage and had not sought further information from defendants. They did not question Mr. Landeche regarding the extent of the fire damage or the scope of the repairs.

In addition, during his deposition, Mr. Teague testified that Keypoint had pointed out a white coating in the attic area and informed him that it was commonly used on fire damage to mask the smell of fire or smoke damage. Despite this, the Teagues admitted they did not seek a specific inspection or more information regarding the past fire damage.

Considering the foregoing, we cannot say the trial court erred in finding that no genuine issue of material fact exists that the Teagues were not reasonably prudent buyers.

Evidentiary Rulings

The Teagues assert the trial court erred in refusing to admit certain pictures authenticated by Mr. Teague during his deposition. The trial court declined to admit certain pictures because the court could not discern which pictures were authenticated during Mr. Teague's deposition. The introduction of documents which are not included in La. C.C.P. art. 966 A(4)(a)'s exclusive list, such as photographs, pictures, video images, or contracts, is not permitted unless they are properly authenticated by an affidavit or the deposition to which they are attached. Dye v. LLOG Expl. Co., LLC, 20-441 (La. App. 5 Cir. 11/3/21), 330 So.3d 1222, 1225.

It is well-settled that in order for this court to review evidence deemed inadmissible by the trial court, the party must comply with La. C.C.P. art. 1636 to preserve the evidence. Gonogora v. Conquistadora, 22-392 (La. App. 5 Cir. 5/3/23), 364 So.3d 1242, 1245-46, writ denied, 23-770 (La. 9/26/23), 370 So.3d 480; McMillion v. E. Jefferson Gen. Hosp., 15-578 (La. App. 5 Cir. 5/26/16), 193 So.3d 448, 451-52, writ denied, 16-1192 (La. 10/10/16), 207 So.3d 405. Pursuant to La. C.C.P. art. 1636(A), when a trial court rules against the admissibility of any evidence, the court shall either permit the party offering such evidence to make a complete record thereof or permit the party to make a statement setting forth the nature of the evidence. Article 1636 is mandatory, not discretionary. Turner v. Moreau, 24-946 (La. App. 1 Cir. 7/3/25) 417 So.3d 1105, 1115, writ denied, 25-00992 (La. 11/5/25), 420 So.3d 41. It is incumbent upon the party who contends the evidence was improperly excluded to make a proffer; and if the party fails to do so, that party cannot contend such exclusion was erroneous. Rogers v. Wackenhut Servs., Inc., 05-459 (La. App. 5 Cir. 1/17/06), 921 So.2d 1076, 1078. The purpose of requiring a proffer is to preserve excluded evidence so that the testimony or evidence is available for appellate review of a trial court's erroneous ruling. Turner,

417 So.3d at 1115. Without a proffer, an appellate court cannot ascertain the nature of the excluded evidence.

The record does not indicate that the excluded pictures were proffered. Without a proffer, it is unclear which pictures the Teagues attempted to introduce. In addition, although the record contains Mr. Teague's deposition and certain pictures were authenticated in that deposition, the pictures were not attached to the deposition contained in the record. Thus, we also cannot discern which pictures were authenticated during his deposition to determine whether the ones the Teagues attempted to introduce were authenticated. As a result, we cannot say the trial court abused its discretion by refusing to admit the pictures.

DECREE

For the reasons stated herein, we affirm the trial court's judgment granting defendants' motion for summary judgment and dismissing plaintiffs' claims against them.

AFFIRMED

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISSON, JR.
SCOTT U. SCHLEGEL
TIMOTHY S. MARCEL

JUDGES



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NOTICE OF JUDGMENT AND CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE OPINION IN THE BELOW-NUMBERED MATTER HAS BEEN DELIVERED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 2-16.4 AND 2-16.5** THIS DAY **MARCH 23, 2026** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

A handwritten signature in blue ink that reads "Curtis B. Pursell".

CURTIS B. PURSELL
CLERK OF COURT

25-CA-336

E-NOTIFIED

29TH JUDICIAL DISTRICT COURT (CLERK)
HONORABLE LAUREN D. ROGERS (DISTRICT JUDGE)
EDWARD J. RANTZ, JR. (APPELLANT) DAVID P. SALLEY (APPELLEE)

MAILED

J. MICHAEL HAUPT, JR. (APPELLEE)
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