

Fifth Circuit Court of Appeal
State of Louisiana

No. 26-CA-38

PAUL THOMAS WHITE AND KIM ELIZABETH WHITE

versus

FRANK CARACCI AND REBECCA CARACCI AND ABC INSURANCE COMPANY

ON APPEAL FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, STATE OF LOUISIANA
NO. 854-878, DIVISION "A"
HONORABLE RAYMOND S. STEIB, JR., JUDGE PRESIDING

September 23, 2026

JOHN J. MOLAISON, JR.
JUDGE

Panel composed of Judges Jude G. Gravois,
John J. Molaison, Jr., and Timothy S. Marcel

AFFIRMED

JJM
JGG
TSM



PLAINTIFF/APPELLANT,
PAUL T. WHITE AND KIM E. WHITE
In Proper Person

COUNSEL FOR DEFENDANT/APPELLEE,
CENTAURI NATIONAL INSURANCE
Travis L. Garrison
Ryan E. Bergeron

MOLAISON, J.

Appellants/plaintiffs, Paul White and Kim White, seek review of the trial court's ruling that granted summary judgment in favor of the defendant, Centauri National Insurance Company. We affirm for the following reasons.

PROCEDURAL HISTORY

On June 4, 2024, Paul White and Kim White filed a petition for damages at the 24th Judicial District Court, alleging various injuries following an incident on October 6, 2023, where the Whites and their two pets were attacked by Frank and Rebecca Caracci's dog during a neighborhood walk in Metairie. On October 10, 2024, the Whites amended their petition to name Centauri National Insurance Company ("Centauri") as the issuer of the Caraccis' homeowner's insurance policy that was in effect at the time of the incident. Centauri answered the Whites' petition on December 27, 2024, and raised several affirmative defenses. While acknowledging that it had issued a homeowner's policy for the Caraccis that was in effect on October 6, 2023, Centauri argued that the Animal Liability Endorsement in that policy excluded liability and medical payments or bodily injury or property damage caused by "Pit Bulls and Pit Bull mixed breeds." Centauri concluded that because the Caraccis' dog, Daisy, was a Pit Bull Mix, the policy did not provide insurance coverage for the Caraccis related to the October 6, 2023 incident.

On September 10, 2025, Centauri filed a motion for summary judgment on the issue of the Animal Liability Endorsement exclusion in the Caraccis' policy. A 1313 Affidavit of Service filed in the record shows that the Whites were served on September 19, 2025, with notice of the November 19, 2025 summary judgment hearing date. The Whites did not file an opposition to Centauri's motion for summary judgment but verbally requested a continuance on November 18, 2025, which the trial court denied on November 19, 2025. The trial court granted

Centaury's motion for summary judgment following a hearing on November 19, 2025. This appeal followed.

ASSIGNMENT OF ERROR

The trial court erred in granting Centaury's motion for summary judgment when genuine issues of material fact remained.

LAW AND ANALYSIS

We first note that the fact that the Whites did not file an opposition to the motion for summary judgment is not necessarily fatal to their claim. Even without the Whites' opposition, Centaury retained the burden of establishing that there are no genuine issues of material fact and that it is entitled to summary judgment as a matter of law. *Ulfers Dev., LLC v. A & C Holdings LLC*, 22-268 (La. App. 5 Cir. 3/29/23), 360 So.3d 105, 111. However, to the extent that the Whites now contest certain aspects of Centaury's motion for summary judgment, appellate courts generally will not consider issues raised for the first time on appeal. Uniform Rules – Courts of Appeal, Rule 1-3; *Goines v. Cash Am., Inc. of Louisiana*, 21-727 (La. App. 5 Cir. 10/5/22), 351 So.3d 714, 719.

Summary Judgment

After an opportunity for adequate discovery, a motion for summary judgment shall be granted 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). If the mover will not bear the burden of proof at trial on the issue that is before the court on the motion for summary judgment, the mover's burden on the motion does not require him to negate all essential elements of the adverse party's claim, action, or defense, but rather to point out to the court the absence of factual support for one or more elements essential to the adverse party's claim, action, or defense. La. C.C.P. art. 966(D)(1). The burden then shifts to the adverse party to produce factual support

sufficient to establish the existence of a genuine issue of material fact or that the mover is not entitled to judgment as a matter of law. *Id.* Factual inferences reasonably drawn from the evidence must be construed in favor of the party opposing a motion for summary judgment, and all doubt must be resolved in the opponent's favor. *Willis v. Medders*, 00-2507 (La. 12/8/00), 775 So.2d 1049, 1050 (per curiam). In determining whether summary judgment is appropriate, appellate courts review evidence *de novo* under the same criteria that govern the trial court's determination of whether summary judgment is appropriate. *Samaha v. Rau*, 07-1726 (La. 2/26/08), 977 So.2d 880, 882.

In its motion for summary judgment, Centauri did not dispute that it had issued a Homeowners Policy (number NHE0011639) to the Caraccis that was effective from September 25, 2023 through September 25, 2024, and included the date of the alleged incident on October 6, 2023. Incorporated into the policy are forms and endorsements that collectively omit coverage for damages caused by animal attacks. Read together, in connection with policy coverages "E" and "F," the policy precludes personal liability and medical payments for occurrences caused by "prohibited breeds of dogs," specifically including "pit bulls" or a breed created from a pit bull. Exhibit "C" of Centauri's motion for summary judgment is an affidavit of veterinarian Dr. Rene Baumer from the Metairie Small Animal Hospital. Dr. Baumer certified the documentation of "Daisy Caraccis" euthanization consent from October 6, 2023. The consent, signed by one of the Caraccis, identified Daisy as a "Pitbull Mix" breed.

In their November 25, 2025 answer to the Whites' amended petition that named Centauri as the Caraccis' insurer, the Caraccis did not deny the existence of the policy and simply stated, "Paragraph I does not require a response." The Caraccis also did not oppose Centauri's motion for summary judgment or in any way dispute the terms of the policy exclusion at issue.

As noted above, the appellants' arguments, raised for the first time on appeal, will not be considered. However, several of the issues regarding the authenticity and applicability of the Caraccis' Centauri policy are included in our *de novo* review. The policy entered into evidence, without objection, was accompanied by an affidavit signed by Rachel Keller, a Centauri representative, who attested that policy number NHE0011639 was a true and exact copy of the policy issued to the Caraccis that was effective from September 25, 2023 to September 25, 2024. We conclude that Ms. Keller's affidavit meets the personal knowledge requirements of La. C.C.P. art. 967(A) and sufficiently authenticates the Caraccis' policy issued by Centauri.

Conclusion

After a *de novo* review of the record, we find that Centauri sufficiently proved that its policy for the Caraccis excluded liability coverage for pit bull breed animal attacks and also proved that Daisy was a pit bull breed. Once the motion for summary judgment has been properly supported by the moving party, the failure of the adverse party to produce evidence of a material factual dispute mandates the granting of the motion. *Babin v. Winn-Dixie La., Inc.*, 00-78 (La. 6/30/00), 764 So.2d 37, 40. In this case, neither the Whites nor the Caraccis opposed Centauri's motion for summary judgment and demonstrated that a genuine issue of material fact exists. Accordingly, we find that the district court properly granted summary judgment in favor of Centauri.

Decree

For the reasons stated, the judgment of the trial court is affirmed.

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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SUSAN S. BUCHHOLZ
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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 **SEPTEMBER 23, 2026** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

CURTIS B. PURSELL
CLERK OF COURT

26-CA-38

E-NOTIFIED

24TH JUDICIAL DISTRICT COURT (CLERK)
HON. RAYMOND S. STEIB, JR. (DISTRICT JUDGE)
RYAN E. BERGERON (APPELLEE) TRAVIS L. GARRISON (APPELLEE)
KIM ELIZABETH WHITE (APPELLANT)

STEPHEN P. BRUNO (APPELLEE)

MAILED

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