Fifth Circuit Court of Appeal
State of Louisiana

No. 26-C-548

FIDELITY BANK

versus

STUART G. COLEMAN AND JERRY LATHAN

IN RE STUART G. COLEMAN
APPLYING FOR SUPERVISORY WRIT FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT, PARISH OF JEFFERSON, STATE OF LOUISIANA, DIRECTED TO THE HONORABLE FRANK BRINDISI, DIVISION "E", No. 876-033

TRUE COPY
MORGAN NAQUIN
DEPUTY CLERK

November 18, 2026

Panel composed of Judges Susan M. Chehardy, John J. Molaison, Jr., and Scott U. Schlegel

WRIT DENIED

Relator, Stuart G. Coleman, seeks review of the trial court's October 14, 2026 judgment denying his declinatory exception of improper venue and his alternative motion to transfer. For the following reasons, we deny the writ application.

Procedural History

On May 20, 2026, Fidelity Bank sued relator and Jerry Lathan in the 24th Judicial District Court. Fidelity alleges that relator and Lathan are solidarily liable under their guaranties of a loan to Carillon Oaks Lincoln, LLC, an Alabama limited liability company. The petition grounded venue solely in La. C.C.P. art. 42, alleging that relator is domiciled in Jefferson Parish. On May 27, 2026,

Fidelity amended its petition to correct Lathan's surname and repeated the same venue allegation. Lathan answered and filed a reconventional demand without excepting to venue.

Relator filed a declinatory exception of improper venue and, alternatively, a motion to transfer the action to Orleans Parish. In opposition, Fidelity relied on La. C.C.P. art. 77.

The trial court heard the exception on September 29, 2026. Relator testified, and the court admitted Fidelity Exhibits 1 through 7 without objection but excluded Fidelity's proposed Exhibit 8, an affidavit. The court denied the exception at the close of the hearing and signed a written judgment on October 14, 2026.

The clerk mailed notice of judgment on October 15, 2026, and relator filed his notice of intent the same day. The trial court set a return date of November 13, 2026, and stayed proceedings on the merits pending this Court's disposition. Relator timely filed this application on November 13, 2026.

Assignment of Error

Relator assigns a single error:

> The district court erred in denying Mr. Coleman's exception of improper venue by treating the Conlin Street address's use for receiving mail and suitability for service as substitutes for the supervision required by La. C.C.P. art. 77. Neither establishes that an office at that address had supervision over the loan and guaranty at issue. To the extent the district court implicitly found that such supervision existed, that finding is manifestly erroneous because it lacks a reasonable factual basis and is clearly wrong in light of the record as a whole.

Relator asks this Court to reverse the judgment, sustain the exception, and remand with instructions to transfer the action to the Civil District Court for the Parish of Orleans. Alternatively, he asks this Court to vacate the judgment and remand the matter for the trial court to apply Article 77's supervision requirement.

Standard of Review

Venue is a question of law, which this Court reviews *de novo*. *Seghers v. LaPlace Equip. Co*., 13-350 (La. App. 5 Cir. 2/12/14), 136 So.3d 64, 69. On the trial of a declinatory exception, a party may introduce evidence to support or controvert the objection when its grounds do not appear from the petition, the citation, or the return. La. C.C.P. art. 930. When the court admits evidence at that hearing, it must decide the exception on the evidence presented rather than on the allegations of the petition. *Galata Chemicals, LLC v. Chromalox, Inc*., 25-18 (La. App. 5 Cir. 7/2/25), 421 So.3d 971, 976, *writ denied*, 25-983 (La. 11/25/25), 421 So.3d 533.

Where a party introduces evidence at the hearing, "a manifest-error/clearly-wrong standard accompanies the appellate court's *de novo* review of the legal question of venue as to any underlying factual findings." *FBP Covington, LLC v. Fat Boy's Pizza Franchise, LLC*, No. 26-C-446, 2026 WL 3082800, at *2 (La. App. 5 Cir. Oct. 15, 2026). An appellate court may reverse a factual finding only if it finds that no reasonable factual basis exists for the finding and that the record establishes the finding is clearly wrong. *Stobart v. State, Through Dep't of Transp. & Dev*., 617 So.2d 880, 882 (La. 1993). Relator does not dispute this framework.

Relator contends, however, that the trial court's oral remark reflects a legal error that interdicted the fact-finding process and therefore requires *de novo* review. He relies on *Evans v. Lungrin*, 97-0541 (La. 2/6/98), 708 So.2d 731, 735, in which the supreme court held that when one or more legal errors interdict the fact-finding process, the manifest-error standard no longer applies and, if the record is otherwise complete, the appellate court should conduct its own *de novo* review.

The asserted error appears only in the trial court's oral reasons. At the close of the hearing, the court stated its belief that the testimony and documents showed

that the Conlin Street address "was the proper place for him to be served." Appellate courts review judgments, not reasons for judgment, and a trial court's oral or written reasons form no part of the judgment. *Hosp. Serv. Dist. No. 1 of Par. of St. James v. Hosp. Serv. Dist. No. 3 of Par. of Lafourche*, 25-202 (La. App. 5 Cir. 11/26/25), 427 So.3d 297, 303, *writs denied*, 25-1634 (La. 3/25/26), 428 So.3d 268; 25-1636 (La. 3/25/26), 428 So.3d 269. The supreme court has applied the same rule in declining to base the standard of review on a trial court's reasons rather than on its judgment. *Wooley v. Lucksinger*, 09-0571 (La. 4/1/11), 61 So.3d 507, 572.

The trial court denied the exception after considering relator's testimony, the exhibits admitted into evidence, and the parties' briefing and argument. At the hearing, both parties identified supervision as the only disputed element of Article 77. The judgment therefore rests on an implicit finding that the Conlin Street office had supervision over the matter sued upon. Relator acknowledges that, if the judgment is so read, the finding must be assessed under the manifest-error standard, and that the brevity of the oral reasons alone does not warrant *de novo* factfinding. Accordingly, we review that finding for manifest error.

Burden of Proof

This Court has held that when the grounds for an objection of improper venue do not appear on the face of the petition, the defendant bears the burden of offering evidence in support of his position. *Seghers*, 136 So.3d at 69; *Galata Chemicals*, 421 So.3d at 976. Other courts have stated that the party invoking a supplementary venue article must establish that it applies. *See Johnson v. Acadiana Ry. Co*., 96-263 (La. App. 3 Cir. 4/16/97), 693 So.2d 226, 230.

Relator suggests that Fidelity bore the burden because it first raised Article 77 in its opposition. We need not resolve that question. Fidelity introduced documentary evidence and elicited relator's admissions on cross-examination, and

that evidence furnishes a reasonable factual basis for the finding under either allocation.

The Evidence

Article 77 provides:

> An action against a person having a business office or establishment in a parish other than that where he may be sued under Article 42 only, on a matter over which this office or establishment had supervision, may be brought in the parish where this office or establishment is located.

Relator conceded at the hearing, and concedes in his application, that the first requirement of Article 77 is satisfied: he has a business office or establishment at 4425 Conlin Street in Jefferson Parish. He also concedes that Article 77 does not require exclusive supervision, personal ownership of an office, or a particular form of proof. The only question is whether the record furnishes a reasonable basis for the finding that the Conlin Street office supervised the loan and guaranty.

Relator was the only witness, and he offered no exhibits.[1] On direct examination, he testified that his home is on General Haig Street in New Orleans, where he lived when suit was filed. He pays property taxes in Orleans Parish and ordinarily works from a home office there. He described the Conlin Street address, his brother's dermatology clinic, as a mail-drop arrangement at which clinic staff receive his mail. He stated that he performs no work there and has not maintained an office there for about seven years. He testified that he negotiated the loan and the later agreements in Orleans Parish or at his attorney's downtown office, that he reviewed communications and made decisions in New Orleans, and that he signed the documents at his home office or at his attorney's office. He also testified that

[1] Relator's affidavit was attached to his exception but was never offered into evidence. "Evidence not properly and officially offered and introduced cannot be considered, even if it is physically placed in the record." *Denoux v. Vessel Mgmt. Servs., Inc*., 07-2143 (La. 5/21/08), 983 So.2d 84, 88. Accordingly, we do not consider the affidavit, although it appears in the writ application. *See State v. Nguyen*, 25-312 (La. App. 5 Cir. 11/12/25), 427 So.3d 267, 282, *writ denied*, 25-1475 (La. 5/12/26), 430 So.3d 1087, *petition for cert. filed* (U.S. July 6, 2026) (No. 26-19).

neither his brother nor the clinic staff had any role in the loan, and that neither he nor the Conlin Street address supervised or administered the loan in Jefferson Parish.

On cross-examination, relator acknowledged that the Conlin Street address appears in his guarantor signature block and in the notice provision of the 2022 Loan Agreement. He acknowledged that the 2025 Loan Forbearance and Modification Agreement and its First Amendment identify him in their opening recitals as "a resident of the State of Louisiana … having an address of 4425 Conlin Street, Metairie" and list that address for notices. He admitted that he signed the forbearance agreement under oath while represented by counsel. Asked whether he ever used his home address in the loan transaction, he answered, "For notices, no." Asked whether he used it for anything, he answered that his home was where he did his business daily.

Relator further acknowledged that he used his SGC Group email for this loan transaction. On September 9, 2026, twenty days before the hearing, he wrote to Fidelity requesting the loan's 2025 principal and interest activity and its year-end statement, and he signed that email "SGC Group, L.L.C. 4425 Conlin St Metairie, LA 70006." He agreed that SGC Group, the management company he owns, is domiciled at 4425 Conlin Street, and that he is its registered agent and manager at that address. His Louisiana State Bar Association listing likewise gives Conlin Street as his address, although the listing notes that the parish shown is based on the member's mailing address. The Secretary of State's record for Carillon Oaks Lincoln Master Tenant, LLC shows that entity's domicile at Conlin Street, with Lathan & Coleman LLC as its manager at the same address. Relator testified, however, that the Master Tenant was not involved in this loan.

Fidelity called no witnesses. The trial court excluded the proposed affidavit of Fidelity's executive vice president on relator's hearsay objection.

Law and Analysis

Article 77 requires more than an office in the parish. "The office or establishment providing supervision over the matter in dispute must be located in that parish." *Johnson*, 693 So.2d at 230. Where the record is silent on the essential element of supervision, Article 77 does not apply. *Surridge v. Benanti*, 261 La. 282, 259 So.2d 324, 328 (1972). Whether the office had supervision over the matter is a question of fact. *See Recile v. Weigel*, 188 So.2d 636, 638 (La. App. 4 Cir. 1966).

Louisiana courts have found Article 77 supervision on comparable evidence. In *Analab, Inc. v. Bank of South*, 271 So.2d 73, 75 (La. App. 4 Cir. 1972), the court held that an action against a defendant domiciled in Orleans Parish "was on a matter over which his office in Jefferson Parish had supervision." The defendant there identified himself through his position at that office, received the other party there, handed over a business card bearing the bank's identity, and had the invoice directed there.

In *Hyatt v. Petrolite Corp*., 95-0767 (La. App. 4 Cir. 1/19/96), 668 So.2d 432, 434, the record included business cards and a state filing bearing the office address, and the court concluded that the office "supervised plaintiff and his activities." In *Byles Welding & Tractor Co. v. Butts Sales & Service, Inc*., 578 So.2d 246, 250 (La. App. 3 Cir. 1991), the court held venue proper because "the office which supervised that business was located in Sabine Parish."

Supervision need not be exclusive. In *Hamilton Medical Group v. Ochsner Health Plan*, 550 So.2d 290, 293-94 (La. App. 3 Cir. 1989), the court upheld Article 77 venue in Lafayette Parish even though the financial accounting and all rate decisions took place in New Orleans. The local office qualified because it was

"established to administer or supervise the activities of the Hamilton Medical Group under the contract." *Id*. at 294.

Here, relator presented the Conlin Street office as his address for this loan in three ways: in the sworn recitals of the forbearance instruments, in the notice provisions of each admitted instrument, and in his own loan-administration correspondence as recently as twenty days before the hearing. The management company, through whose email account he conducted that correspondence, is registered at the same office. From that evidence, the trial court could reasonably infer that the Jefferson Parish office had supervision over the loan and guaranty. That inference is consistent with *Analab*, in which the office's identity was used in dealing with the counterparty on the transaction itself. 271 So.2d at 75.

The trial court was also entitled to weigh relator's explanations against the documents. Relator described the address as a mail-drop arrangement. He characterized the sworn recitals, including one that is not a notice provision, as being "[f]or notices." He disclaimed the forbearance recital on the ground that Fidelity drafted it, although he admitted that he signed the instrument under oath with the assistance of counsel and never sought a correction. Moreover, his testimony that he performs no work at Conlin Street is difficult to reconcile with his concession that he maintains a business office or establishment there.

Where testimony conflicts, "reasonable evaluations of credibility and reasonable inferences of fact should not be disturbed upon review[.]" *Rosell v. ESCO*, 549 So.2d 840, 844 (La. 1989); *see also Stobart*, 617 So.2d at 882. Relator himself acknowledges that the documents support Fidelity's position that Conlin Street served an ongoing business purpose and that the trial court could weigh them against his testimony. When the evidence supports two permissible views, the factfinder's choice between them cannot be manifestly erroneous or clearly wrong. *Rosell*, 549 So.2d at 844; *Stobart*, 617 So.2d at 883.

Nor does relator benefit from the rule that an appellate court may find manifest error where "documents or objective evidence so contradict the witness's story" that a reasonable factfinder would not credit it. *Rosell*, 549 So.2d at 844-45. Here, the documents support the finding; they contradict relator's testimony, not the other way around.

Relator relies on *Anglade v. Hemenway Furniture Co*., 151 So.2d 164 (La. App. 4 Cir. 1963), and *Recile* for the distinction between a contractual or mailing address and actual supervision of the transaction. He also cites *Jordan v. Central Louisiana Electric Co*., 95-1270 (La. 6/23/95), 656 So.2d 988, 989 (per curiam), for the proposition that courts do not strictly construe the supplementary venue articles because they are "part and parcel of the general venue rule set forth in Article 42." *Anglade* and *Recile*, however, are distinguishable on their facts. In *Anglade*, the parties confected the lease at issue in Shreveport, and the defendant paid rent, taxes, and insurance from Shreveport, and managed the property from there; the defendant's New Orleans stores were unrelated to it. 151 So.2d at 165-66. In *Recile*, the defendants did not maintain the office, paid no rent, and had visited it only once or twice. The contract address there was inserted "for the convenience of Rodstrom, their legal advisor in this instance, and not because it represented the business office of these defendants." 188 So.2d at 638-39.

Here, by contrast, relator concedes that the Conlin Street office is his business office or establishment. He personally and repeatedly adopted its address under oath in the forbearance instruments, and he used its identity to administer the loan.

Conclusion

We review the trial court's judgment, not its oral reasons. The trial court rendered that judgment on the testimony and evidence admitted at a contradictory hearing. Relator concedes that he maintains a business office in Jefferson Parish.

He repeatedly designated that office's address in the loan agreement and under oath and with counsel in the forbearance instruments, and he used that office's identity to conduct the loan's affairs. The record therefore provides a reasonable factual basis for the trial court's implicit finding that the Jefferson Parish office had supervision over the matter sued upon within the meaning of La. C.C.P. art. 77 and that finding is not clearly wrong.

Because venue is proper in Jefferson Parish under Article 77, we do not reach relator's request for transfer to Orleans Parish under La. C.C.P. arts. 121 and 932(B), or his alternative request for vacatur and remand. Relator does not separately assign error to the denial of his alternative motion to transfer on grounds of *forum non conveniens*.

Gretna, Louisiana, this 18th day of November, 2026.

JJM
SMC
SUS

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISON, JR.
SCOTT U. SCHLEGEL
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NOTICE OF DISPOSITION CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE DISPOSITION IN THE FOREGOING MATTER HAS BEEN TRANSMITTED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 4-6** THIS DAY **11/18/2026** TO THE TRIAL JUDGE, THE TRIAL COURT CLERK OF COURT, AND AT LEAST ONE OF THE COUNSEL OF RECORD FOR EACH PARTY, AND TO EACH PARTY NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

Curtis B. Pursell

CURTIS B. PURSELL
CLERK OF COURT

26-C-548

E-NOTIFIED

24th Judicial District Court (Clerk)
Honorable Frank A. Brindisi (DISTRICT JUDGE)
Gabrielle L. Ferrara (Relator)
Laura F. Ashley (Relator)
Wade P. Webster (Respondent)
Peter J. Rotolo, III (Respondent)
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