Fifth Circuit Court of Appeal
State of Louisiana

No. 26-C-223

JEANNINE TALAZAC

versus

DAYE GEIGERMAN AND TARA WALDRON

IN RE TARA WALDRON AND DAYE GEIGERMAN
APPLYING FOR SUPERVISORY WRIT FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT, PARISH OF JEFFERSON, STATE OF LOUISIANA, DIRECTED TO THE HONORABLE E. ADRIAN ADAMS, DIVISION "G", No. 874-089

TRUE COPY
LINDA TRAN
DEPUTY CLERK

August 14, 2026

Panel composed of Judges Fredericka Homberg Wicker,
John J. Molaison, Jr., and Scott U. Schlegel

WRIT DENIED

Relators, Daye Geigerman, Tara Waldron and interested party applicant, HTC Enterprises LA, LLC, have filed the instant writ application seeking review of the April 27, 2026 oral ruling of the 24th Judicial District Court granting the Motion to Disqualify Attorney for HTC, filed by the Respondent, Jeannine Talazac. For the reasons stated below, the writ application is denied.

FACTS AND PROCEDURAL HISTORY

HTC Enterprises LA, LLC ("HTC") is a title company formed on January 30, 2020, by Respondent and Relators, Daye Geigerman and Tara Waldron, both of whom are attorneys. Respondent is not an attorney. Her role in HTC was to handle HTC's marketing and certain bookkeeping functions. Each of Relators and Respondent made an equal capital contribution to HTC and each owns a one-third interest in the company. HTC's Articles of Organization provide that the company will be manager-managed. To be a manager, one must be a member of the company. The Articles of Organization name each of Relators and Respondent as the initial co-managers of the company and provide that the co-managers “shall not have the authority to act independently of one another.”[1]

In July 2020, HTC purchased a condominium unit located at 8224 Maple Street, New Orleans (the “Condominium”), to serve as HTC’s office.[2] At the end of 2020 or the beginning of 2021, HTC leased additional office space in Metairie.

On March 23, 2026, Respondent filed a Petition for Damages against Relators. Therein, she alleges certain facts relating to various disputes between her and Relators throughout 2023 and 2024 concerning HTC’s finances. In sum, Respondent alleges that Relators breached their fiduciary duties to her and HTC when they (1) diverted funds belonging to HTC to HTC Legal, LLC , a company formed on April 23, 2024 by Relators and in which they own 100% of the membership interest; (2) ceased paying Respondent’s compensation without cause; (3) began making attempts to sell the Condominium, which is HTC’s sole asset, to its detriment and to hers; (4) breached HTC’s Articles of Organization in conjunction with the adoption of HTC’s operating agreement in December 2024; (5) unjustly enriched themselves at the expense of HTC and Respondent; and (6) made fraudulent misrepresentations regarding HTC’s financial condition to her. Relative to these allegations, Respondent seeks damages and dissolution of HTC.

John Venezia, of Venezia & Associates, Relators’ attorney, also purports to represent HTC’s interests in the instant litigation. On April 22, 2026, Respondent filed a Motion to Disqualify Attorney for HTC, wherein she alleged that an irreconcilable conflict of interest exists under Louisiana Rules of Professional Conduct, Rules 1.7 (Conflict of Interest: Current Clients) and 1.13 (Organization as a Client), as a result of Mr. Venezia’s concurrent representation of HTC and Relators, whose interests are divergent. Respondent contended that the attorney for HTC also represents its constituent members, of which she is one and, as a result, there is a non-waivable conflict of interest in Mr. Venezia’s joint representation of both HTC and Relators. Relators countered that Mr. Venezia has never represented Respondent, that HTC’s interests are aligned with those of Relators, that Relators consent to the dual representation and Respondent’s consent is not required, and that, as a result, they are entitled to be represented by counsel of their choosing.

On April 27, 2026, the trial court conducted a hearing on Respondent’s Motion, which it granted. The trial court ruled as follows:

> [T]he court finds that, based upon Louisiana Rules of Professional Conduct, specifically Rule 1.7 and 1.13, a conflict does, in fact, exist. The fact that attorney John Venezia and Associates represents the named defendants, Tara Waldron and Daye Geigerman, in defense of the preliminary injunction filed by the Petitioner, Jeannine Talazac, and also his representation of HTC

[1] The meaning of this language is in dispute in the underlying litigation, with Relators contending that the language establishes majority rule, and Respondent contending that it establishes a unanimous consent requirement.

[2] A primary complaint in the underlying litigation is that Relators listed the Condominium for sale without Respondent’s knowledge or consent.

> Enterprises, LLC, in this matter, which is an entity for which the Petitioner, Ms. Talazac, is a member of.
>
> Moreover, the Court finds that, based upon 1.7, representing of HTC Enterprises is a suit against its member and it is directly adverse to his representation. On one hand, Mr. Venezia and Associates are representing an interest held by Ms. Talazac, but, on the other hand, are seeking judgment against her based upon the representation of Ms. Waldron and Ms. Geigerman, in defense of the injunctive relief.
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> Based upon Rule 1.7B4, the conflict that exists has not been waived because a member of HTC Enterprises, LLC has not given informed consent in writing to Mr. Venezia and Associates of – representation of HTC Enterprises, LLC.
>
> For those reasons, the Court grants the Motion to Disqualify Counsel for HTC Enterprises, LLC filed by Jeannine Talazac and is prohibiting representation of HTC Enterprises, LLC, in this matter, however Mr. Venezia and Associates can continue representation of Ms. Waldron and Ms. Geigerman in their individual capacity in this matter. That is the ruling of the Court.

Mr. Venezia did not lodge an objection on the record to the trial court's ruling. Instead, the preliminary injunction hearing commenced immediately after the court announced the ruling. The transcript of the April 27, 2026 hearing does not indicate that anyone was asked to prepare a written judgment for the court's signature and no one apparently did, as the Relators submitted no such written judgment with their writ application.

Nevertheless, Rule 4-5(C) of the Uniform Rules of the Louisiana Courts of Appeal (the "Uniform Rules") does not *require* that a written judgment or written reasons for judgment be entered. Rule 4-5(C)(6) and (7) mandate only that a copy of the judgment, order, or ruling complained of and/or the reasons for the judgment, order, or ruling complained of, be attached to an application for supervisory writs, *if written*. Here, they were not written but were stated on the record and a transcript is attached to the writ application. *See Jim-Roy Development Co., Inc. v. Parkerson*, 224 So.2d 539, 540 (La. App. 3d Cir. 1969). The Uniform Rules are consistent with the broad grant of supervisory jurisdiction over cases arising within their circuits authorized by La. Const. of 1974, Art. 5, § 10(A). Thus, for purposes of this writ application, we find that the transcript containing the trial court's ruling and the reasons therefor, serves the same purpose as a written judgment and reasons.

The trial court's order setting a return date for the writ application was signed on April 30, 2026, and references the notice of intention to seek supervisory writ filed by Relators, indicating that the notice was timely filed. A return date was set for May 19, 2026. This writ application timely followed.

DISCUSSION

In *Transamerica Life Insurance Company v. Fuselier,* 21-52 (La. App. 5 Cir. 4/21/21), 2021 WL 1567648 at * 1, we stated:

> A court's ruling [on] a motion to disqualify counsel is reviewable by application for supervisory writ. . .A motion to disqualify counsel requires the court to balance important factors: 1) the right of a party to retain counsel of his choice; and 2) the substantial hardship that may result from disqualification as against the public perception of and the public trust in the judicial system. . .The disqualification of counsel must be decided on a case-by-case basis. . . The burden of proving disqualification of an attorney or other officer of the court rests on the party making the challenge. . . .

The decision or refusal to disqualify an attorney is typically subject to review under the manifest error standard. *Touchet v. McGehee*, 24-1283 (La. App. 1 Cir. 7/15/25), 418 So.3d 438, 452, *citing, Stevens v. St. Tammany Par. Gov't*, 19-1555 (La. App. 1 Cir. 4/8/21), 322 So.3d 1268, 1277, *writ denied*, 21-800 (La. 11/3/21), 326 So.3d 898; *Transamerica Life Insurance Co.*, *supra*.

Rule 1.7 of the Louisiana Rules of Professional Conduct states:

> (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
>
> (1) the representation of one client will be directly adverse to another client; or
> (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
>
> (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
>
> (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
> (2) the representation is not prohibited by law;
> (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
> (4) each affected client gives informed consent, confirmed in writing.

Rule 1.13 provides, in pertinent part:

> (a) A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.
>
> ***

(f) In dealing with an organization's directors, officers, employees, members, shareholders or other constituents, a lawyer shall explain the identity of the client when the lawyer knows or reasonably should know that the organization's interests are adverse to those of the constituents with whom the lawyer is dealing.

(g) A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders, or other constituents, subject to the provisions of rule 1.7. If the organization's consent to the dual representation is required by Rule 1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.

In this writ application, Relators and HTC assign two errors: (1) the trial court erred in finding that Respondent's consent was required for Venezia & Associates or any other lawyer to represent HTC in this matter because she is a minority member and is not a co-manager; and (2) the trial court erred in finding that there was a conflict of interest between HTC and the defendants. The centerpiece of Relators' argument is that HTC's interests are aligned with those of Relators and therefore, no conflict exists. For purposes of their argument, Relators define HTC's "interests" as whatever they decide those interests are. This argument is circular and misguided.

The question of what HTC's interests *actually* are and who has the authority to make decisions as to those interests is precisely what is disputed in this litigation. Respondent has alleged that Relators acted contrary to HTC's interests (and to her own) in violation of the Articles of Organization. The underlying suit is not simply about whether it is in the best interests of HTC to sell the Condominium but is about whether Relators have breached their fiduciary duties to HTC and Respondent and have acted contrary to the interests of HTC and Respondent on a number of levels, including diverting funds to their solely owned company. A truly independent counsel might well conclude that HTC's interests are aligned with Respondent's, not Relators.'

Relators rely on *Disaster Restoration Dry Cleaning, LLC v. Pellerin Laundry Mach. Sales Co.*, 05-715 (La. 4/17/06), 927 So.2d 1094, for the proposition that a party is entitled to be represented by counsel of her choosing. While we agree with that general rule, the right to be represented by one's retained counsel is not absolute. If that counsel is laboring under a conflict prohibited by the Rules of Professional Conduct, which is not waived or is not waivable, he can and should be disqualified from representing the client who retained him, which is the "customary remedy" when a conflict is established. *Walker v. State, Dep't of Transp. & Dev.*, 01-2078 (La. 5/14/02), 817 So.2d 57, 59-60.

Moreover, the right to be represented by counsel of one's own choosing must yield to the public's interest in the integrity of the judicial process. Here, permitting the same attorney to define HTC's litigation position while defending the individuals whose conduct is at issue would compromise the integrity of the proceedings. Whether Respondent can prove her allegations against Relators at trial is not the issue for purposes of her Motion.

Accordingly, we find that the trial court was not manifestly erroneous when it found that there is an actual, not hypothetical, conflict between the interests of HTC and Relators under Rule 1.7(a). Mr. Venezia cannot independently evaluate this conflict while he is simultaneously representing the very individuals accused of causing harm to the company. Further, this conflict may not be waived under Rule 1.7(b)(3) and (4), and could not be waived under Rule 1.13, as Respondent does not consent to the concurrent representation of HTC and Relators by Mr. Venezia and his firm. This ruling should not be interpreted to prohibit or prevent HTC from retaining non-conflicted counsel of its choice to represent its interests in the underlying litigation.

For the foregoing reasons, the writ application filed herein by Relators and HTC is denied.

Gretna, Louisiana, this 14th day of August, 2026.

FHW
JJM
SUS

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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 **08/14/2026** 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
CLERK OF COURT

26-C-223

E-NOTIFIED

24th Judicial District Court (Clerk)
Honorable E. Adrian Adams (DISTRICT JUDGE)
Justin E. Alsterberg (Respondent)
John A. Venezia (Relator)
Julie O'Shesky (Relator)

MAILED

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