

APPENDIX A

308 DECATUR-NEW ORLEANS, LLC * **NO. 2020-CA-0358**
VERSUS * **COURT OF APPEAL**
THE ROUGE HOUSE, LLC * **FOURTH CIRCUIT**
* **STATE OF LOUISIANA**

CONSOLIDATED WITH: **CONSOLIDATED WITH:**
308 DECATUR-NEW ORLEANS, LLC **NO. 2020-CA-0359**

VERSUS
THE ROUGE HOUSE, LLC

CONSOLIDATED WITH: **CONSOLIDATED WITH:**
ROUGE HOUSE, LLC **NO. 2020-CA-0360**

VERSUS
308 DECATUR-NEW ORLEANS, LLC

APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 2013-09718, DIVISION "G-11"
Honorable Robin M. Giarrusso, Judge

Judge Daniel L. Dysart

(Court composed of Chief Judge James F. McKay, III, Judge Daniel L. Dysart, Judge Sandra Cabrina Jenkins)

Amanda Howard Lowe
R. Chauvin Kean
David J. Halpern
Jill Anne Gautreaux
KEAN MILLER LLP
909 Poydras Street, Suite 3600
New Orleans, LA 70112
COUNSEL FOR PLAINTIFF/APPELLEE

Desherick J. W. Boone
THE BOONE LAW FIRM, L.L.C.
2213 Gentilly Boulevard
New Orleans, LA 70122

Michelle Charles
ATTORNEY AT LAW
1901 Manhattan Blvd., Suite 106
Harvey, LA 70058
COUNSEL FOR DEFENDANT/APPELLANT

AFFIRMED

DECEMBER 23, 2020

**DLD
JFM
SCJ**

The Rouge House, LLC, filed a Motion for Devolutive Appeal of an order dated February 21, 2020, dismissing its appeal of an adverse judgment on an Exception of Res Judicata and No Right of Action filed on behalf of 308 Decatur-New Orleans, LLC. For the reasons that follow, we affirm the ruling of the trial court.

BACKGROUND:

This case began in 2013 as an eviction suit brought by plaintiff-appellee, 308 Decatur-New Orleans, LLC, against defendant-appellant, The Rouge House, LLC. Tracy Riley, as a member of The Rouge House, LLC (hereinafter “The Rouge House), signed a lease to rent the premises at 308 Decatur for \$25,000 per month. The Rouge house paid the first and last month rent, but, according to 308 Decatur-New Orleans, LLC (hereinafter “308 Decatur”), The Rouge House did not pay anything further. On October 14, 2013, 308 Decatur filed a Petition for Possession of Premises and Declaratory Relief Due to Breach of Contract. On November 22,

2013, the trial court granted the petition and entered a Judgment of Eviction, which judgment became executory on December 16, 2013.

On January 16, 2014, counsel for The Rouge House filed an Answer, a Petition to Annul Judgment and for a Temporary Restraining Order, and for Specific Performance. The petition sought to prevent the eviction and damages caused by 308 Decatur. Ms. Riley separately applied for, but was denied, pauper status. In response to The Rouge House's pleadings, 308 Decatur filed an Exception of Improper Cumulation. It argued that the answer filed by The Rouge House was tantamount to a reconventional demand, which is improper in a summary proceeding. Further, the answer sought to annul a judgment from 2013, which must be brought in a separate proceeding. On February 27, 2014, the trial court denied The Rouge House's request for a preliminary injunction and granted 308 Decatur's Exception of Improper Cumulation.

On February 13, 2014, 308 Decatur filed a Petition for Damages and Declaratory Judgment against The Rouge House seeking to recover the unpaid rents and other damage incurred as a result of the breach of the lease.

Counsel for The Rouge House answered the petition, and filed a reconventional demand seeking rescission of the lease claiming that the signing of the lease was induced by fraud and error. Numerous discovery documents were served upon counsel for The Rouge House, but no responses or incomplete responses were all that 308 Decatur received. In October of 2015, 308 Decatur filed a motion to compel. The Rouge House subsequently submitted incomplete

responses. In December of 2015, after 308 Decatur attempted to schedule Tracy Riley's deposition, 308 Decatur was informed that current counsel was withdrawing. In April of 2016, new counsel enrolled.

308 Decatur thereafter moved to have the matter set for trial. The trial court set a trial date and discovery and pre-trial deadlines. The Rouge House failed to meet every deadline. After new counsel for The Rouge House moved to withdraw, the trial court granted the motion, but ordered that The Rouge House had forty-five days to retain counsel and, after that time, 308 Decatur would be allowed to move forward with the litigation.

At a hearing on February 13, 2017, Tracy Riley appeared in proper person to challenge a motion to correct a previous order of the trial court, which order had stricken The Rouge House's answer and cancelled a previously filed Notice of Lis Pendens filed by The Rouge House. The "corrected" order added the recordation information for the notice.

On October 26, 2017, 308 Decatur filed a Motion for Summary Judgment on the claim for damages and a separate Motion for Summary Judgment to dismiss the claims of fraud and/or misrepresentation, negligent misrepresentation, detrimental reliance, and unfair trade practices brought by The Rouge House in its Reconvventional Demand. A hearing was set, and Ms. Riley, as a member of The Rouge House, requested that the hearing be continued to allow her time to retain counsel. The trial court granted a continuance and the hearing on the motions for summary judgment was held on February 2, 2018. Tracy Riley appeared without

counsel. The trial court noted that this was not the first time Ms. Riley appeared in an attempt to represent The Rouge House. The court allowed Ms. Riley to speak. After considering the arguments made by counsel for 308 Decatur, as well as the evidence presented, the trial court ruled in favor of 308 Decatur. The court granted both motions from the bench, and signed a summary judgment dismissing The Rouge House's Reconventional Demand in open court. A second summary judgment was signed April 9, 2018, granting 308 Decatur's claim for damages. Ms. Riley thereafter filed a motion to recuse the trial court, which was denied by another section of court.

On June 8, 2018, Tracy Riley, in proper person, filed a Motion for Intervention to intervene as a party plaintiff to appeal the summary judgment granting 308 Decatur's petition for damages. The record does not indicate that she was seeking to appeal the summary judgment dismissing The Rouge House's Reconventional Demand. The motion was signed by a duty judge. No further action was taken to pursue this appeal.

In a separate suit, The Rouge House filed a Petition for Possession of Premises and Declaratory Relief Due to Breach of Contract on September 14, 2018, more than five months after its Reconventional Demand was dismissed by summary judgment in the first lawsuit. 308 Decatur filed Exceptions of *Res Judicata* and No Right of Action on March 20, 2019, which were granted after contradictory hearing on October 11, 2019. The Rouge House was represented by counsel.

Thereafter, counsel for The Rouge House filed its first Motion for Devolutive Appeal. The Order was signed and on December 11, 2019, the clerk of court issued a notice of estimated costs of appeal due by December 31, 2019. No costs were paid to date.

On January 8, 2020, 308 Decatur moved to dismiss the above appeal. After hearing, the trial court granted the judgment on February 21, 2020.

Motion to Dismiss:

Appellee, 308 Decatur, filed a motion to dismiss in part The Rouge House's appeal in this Court. As this issue concerns the jurisdiction of this Court to consider The Rouge House's appeal, we will address it first.

308 Decatur argues that the February 21, 2020 judgment dismissing The Rouge House's appeal of the October 11, 2019 judgment granting 308 Decatur's Exceptions of *Res Judicata* and No Right of Action is the only valid appeal before this Court. 308 Decatur argues that all prior judgments challenged in The Rouge House's current appeal are final and no longer appealable.

In its appeal, The Rouge House makes several arguments about the nullity of judgments rendered by the trial court. The first judgment challenged is the judgment evicting The Rouge House from the premises. The only argument as to why that judgment should be declared null is that Stacey Riley, one of two members of the limited liability company, was on active duty at the time the judgment was rendered. Therefore, pursuant to the Service Members Civil Relief

Act, the judgment of eviction entered against The Rouge House is an absolute nullity.

The Service Members' Civil Relief Act, 50 U.S.C.App. Section 520, *et seq.*, applies to active service members. Its purpose is to protect service members from having default judgments entered against them without their knowledge. It does not prevent entry of a judgment when there has been notice of the pendency of an action and adequate opportunity to appear and defend. *See Guerrero v. Guerrero*, 10-930, p. 10 (La.App. 5 Cir. 5/10/11), 65 So.3d 737, 743.

The record in this case indicates that Ms. Riley, as agent for service of process for The Rouge House, was served personally on October 22, 2013. Further, she retained counsel who was present at the eviction proceedings. Thus, it is clear that the Service Members' Civil Relief Act is not applicable to this case. As such, the judgment of eviction is not an absolute nullity.

The record also indicates that The Rouge House filed an Answer, Petition to Annul Judgment for Temporary Restraining Order, Preliminary and Permanent Injunction for Specific Performance and Damages for Breach of Contract on January 16, 2014. Louisiana Code of Civil Procedure art. 4735 provides that “[a]n appeal does not suspend execution of a judgment of eviction unless the defendant has answered the rule under oath, pleading an affirmative defense entitling him to retain possession of the premises and the appeal has been applied for and the appeal bond filed **within twenty-four hours after the rendition of the judgment of eviction.**”

Thus, the record does not support The Rouge House's argument that the proceedings against The Rouge House were improper, or that the answer filed on behalf of The Rouge House served as a valid appeal of the judgment of eviction.

The second judgment challenged by The Rouge House is the summary judgment granted in favor of 308 Decatur relative to its petition for damages seeking to recover the unpaid rents due. Ms. Riley was served as the agent for service of process for The Rouge House, and indeed requested that the hearing on the motion be continued to allow her to seek counsel for The Rouge House. The trial court granted the motion and allowed forty-five days in which to find new counsel. As stated previously, the order also cautioned that the proceedings would proceed against The Rouge House after forty-five days had elapsed. However, rather than retain counsel, Ms. Riley filed a *pro se* opposition to the motion, and on the day of hearing appeared *pro se*. The trial court allowed Ms. Riley to speak, but admonished her that it was unwise to do so as she was not an attorney. Finding no genuine issue of material fact, the trial court granted the motion. Ms. Riley filed a Motion to Intervene in the proceedings to allow her to appeal the ruling. She also filed a Motion for Appeal. She, however, never followed up on the appeal, nor did she hire counsel to perfect an appeal for The Rouge House.

Now in this appeal, The Rouge House wishes to argue that genuine issues of material fact existed and it was improper for the trial court to grant summary judgment to 308 Decatur. It argues that the summary judgment is not a valid and final judgment because it was rendered against a person not represented by

counsel. The “person” to which The Rouge House refers is Ms. Riley. However, at all times that The Rouge House was not represented by counsel, Ms. Riley, as agent for service of process for The Rouge House, was served with notice of all proceedings. Additionally, she was cautioned by the trial court on numerous occasions that she needed to retain counsel for The Rouge House. Despite the advice of the trial court to hire counsel, Ms. Riley appeared without counsel ostensibly to represent the interests of The Rouge House.

A limited liability company is an entity to which the law attributes personality and is, therefore, a juridical person. *See* La. R.S. 12:1301. As a general rule, the law considers a limited liability company and its member(s) to be wholly separate persons. *See* La. Civ. Code art. 24. The purpose of establishing a limited liability company is to protect its members from personal liability for the debts of the company, not to protect the limited liability company from being sued. While it is true that only a duly licensed attorney may represent a limited liability company, the repeated failure to obtain counsel despite warnings by the trial court, cannot serve to make a limited liability company judgment proof.

In *Streiffer v. Deltatech Const., L.L.C.*, this Court affirmed the trial court’s ruling that a member of the limited liability company, albeit an attorney whose license was suspended, could not represent the limited liability company in a suit against it. 18-0155, pp. 2-3 (La.App. 4 Cir. 10/10/18), ___ So.3d ___, 2018 WL 4923559. However, we held that as the limited liability company had been properly served, its members were present at trial, and no objection was made to

proceeding, the court did not err in proceeding against the limited liability company. *Id.*, 18-0155 at p. 6.

In this case, The Rouge House was on notice that 308 Decatur filed a Motion for Summary Judgment that would, if granted, dismiss all of its claims against 308 Decatur. Ms. Riley was cautioned to retain counsel or the case against The Rouge House would proceed. The Rouge House's argument that it was unrepresented by counsel must fail, as its agent for service of process was properly served and failed to obtain legal counsel. Moreover, Ms. Riley was present at the hearing and did not object to the proceeding going forward.

Counsel for The Rouge House also argues that the trial court erred in granting 308 Decatur's Exceptions of *Res Judicata* and No Right of Action. Again, the judgment granting the exceptions was rendered on October 11, 2019, and The Rouge House failed to comply with the rules to perfect an appeal. Newly retained counsel filed a proper motion for appeal seeking a return date, but the costs due were not paid and the record was not lodged by December 31, 2019.

Louisiana Code of Civil Procedure art. 2126 E specifically provides that:

If the appellant fails to pay the estimated costs ... within the time specified, the trial judge, on his own motion or upon motion by the clerk or by any party, and after a hearing shall:

- (1) Enter a formal order of dismissal on the grounds of abandonment; or
- (2) Grant a ten day period within which costs must be paid in full, in default of which the appeal is dismissed as abandoned.

The Rouge House argues that it was improper for the trial court to dismiss the appeal for non-payment of costs, as Ms. Riley had filed an Affidavit to Proceed in *Forma Pauperis*, which was granted by a duty judge.

The flaw in The Rouge House's argument is that Ms. Riley's pauper status has no bearing on the proceedings against The Rouge House. Louisiana Code of Civil Procedure 5182 restricts the privilege of proceeding without payment of costs to individuals, not to corporations or other juridical persons. *See, Stuart v. Capri Const. Co., Inc.*, 285 So.2d 306, 307 (La. 4th Cir. 1973). The personalities of a limited liability company and its members are wholly separate by law. *Nunez v. Pinnacle Homes, L.L.C.*, 15-0087, p.5 (La. 10/14/15), 180 So.3d 285, 289.

Based on the above, we cannot say that the trial court abused its discretion in granting 308 Decatur's motion to dismiss the appeal of the exceptions.

On January 28, 2020, 308 Decatur again moved to dismiss the appeal of the ruling dismissing the appeal of the ruling on the exceptions. A contradictory hearing was held on February 21, 2020, after which the trial court dismissed the appeal as abandoned.

On April 21, 2020, The Rouge House filed a Second Motion and Order for Devolutive Appeal of the ruling dismissing its previous appeal.

After careful consideration of the timeline of events and the lack of merit to The Rouge House's arguments on appeal, we find that the only judgment before this Court is the February 21, 2020, ruling dismissing The Rouge House's appeal of the judgment granting 308 Decatur's Exceptions of *Res Judicata* and *No Right of Action*.

Appeal of February 21, 2020 judgment:

The Rouge House again argues that the trial court erred in granting 308 Decatur's motion to dismiss the previous appeal because **The Rouge House** had applied for and was granted pauper status. As we discussed above, a limited liability company is not entitled to the privilege of proceeding without the payment of costs.

The Rouge House argues that appeals are favored and one should not be dismissed for a "mere technicality." The technicality to which The Rouge House refers is the non-payment of costs of the appeal, and again argues that it was granted pauper status, and therefore does not have to pay the costs.

Article 2126 of the Code of Civil Procedure sets forth the rules for payment of costs of appeal. Section E provide that if costs are not timely paid, the court on its own motion, the motion of the clerk, or of any party may dismiss the appeal as abandoned. Considering that counsel for The Rouge House continues to argue it does not have to pay costs, which is incorrect, we cannot say that the trial court erred in granting 308 Decatur's motion to dismiss.

Accordingly, we affirm the February 21, 2020 judgment of the trial court.

AFFIRMED

APPENDIX B

The Supreme Court of the State of Louisiana

**308 DECATUR-NEW ORLEANS, LLC VS. THE
ROUGE HOUSE, LLC**

No.2021-C-00127

C/W

**308 DECATUR-NEW ORLEANS, LLC VS. THE
ROUGE HOUSE, LLC**

C/W

**ROUGE HOUSE, LLC VS. 308 DECATUR-NEW
ORLEANS, LLC**

IN RE: Rouge House, LLC - Applicant Defendant; Applying For Writ Of Certiorari, Parish of Orleans Civil, Orleans Civil District Court Number(s) 2013-09718, Court of Appeal, Fourth Circuit, Number(s) 2020-CA-0358 c/w 2020-CA-0359 c/w 2020-CA-0360;

April 07, 2021

Writ application denied.

WJC

JLW

JDH

SJC

JTG

JBM

PDG

Supreme Court of Louisiana

April 07, 2021

Katie Marianovic
Chief Deputy Clerk of Court
For the Court

APPENDIX C

FILED

2018 FEB 12 A 11:52
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

CIVIL
DISTRICT COURT

NO 13-9718

DIVISION G

308 DECATUR – NEW ORLEANS, LLC

v.

THE ROUGE HOUSE, LLC

FILED: _____

DEPUTY CLERK

ORDER

The hearing on 308 Decatur-New Orleans, LLC and 308 Decatur St. Bar, LLC's ("308 Decatur") Motion for Summary Judgment seeking dismissal of the Rouge House's claims was held on the 2nd day of February, 2018 before the Honorable Robin M. Giarrusso. Present were:

Amanda Howard Lowe (Bar Roll No. 32507), Attorney for 308 Decatur;

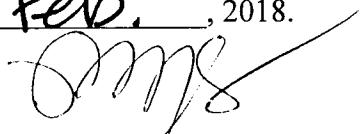
Tracy Riley, on behalf of the Rouge House, LLC;

After having considered the motion, the applicable law, memoranda, and argument of the parties, the Court ruled as follows:

IT IS ORDERED that 308 Decatur-New Orleans, LLC and 308 Decatur St. Bar, LLC's Motion is GRANTED; and

IT IS FURTHER ORDERED that the Rouge House's claims-in-reconvention are dismissed;

New Orleans, Louisiana, this 2 day of Feb., 2018.


JUDGE ROBIN M. GIARRUSO
JUDICIAL DISTRICT COURT FOR THE PARISH
OF ORLEANS, DIVISION G

Debbie
VERIFIED
02-12-2018

ENTERED ON MINUTES

FEB 09 2018

CHARLENE WILLIAMS

860

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO 13-9718

DIVISION G

308 DECATUR – NEW ORLEANS, LLC

v.

THE ROUGE HOUSE, LLC

FILED: _____

DEPUTY CLERK

JUDGMENT

The hearing on 308 Decatur-New Orleans, LLC and 308 Decatur St. Bar, LLC's ("308 Decatur") Motion for Summary Judgment on the overdue rent owed to 308 Decatur was held on the 2nd day of February, 2018 before the Honorable Robin M. Giarrusso. Present were:

Amanda Howard Lowe (Bar Roll No. 32507), Attorney for 308 Decatur;

Tracy Riley, on behalf of the Rouge House, LLC;

After having considered the motion, the applicable law, memoranda, and argument of the parties, the Court ruled as follows:

IT IS ORDERED that 308 Decatur-New Orleans, LLC and 308 Decatur St. Bar, LLC's Motion is GRANTED; and

IT IS FURTHER ORDERED that the Rouge House pay to 308 Decatur-New Orleans, LLC and 308 Decatur St. Bar, LLC overdue rent in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the months of July, August, September, and October 2013; utility expenses in the amount of TWO THOUSAND SIXTY DOLLARS AND SIX CENTS (\$2,060.06) for the months of July, August, and September 2013; interest from July 2013 to the date judgment was entered on February 2, 2018, in the amount of \$35,075.49; and all reasonable attorneys' fees and costs of these proceedings, in an amount to be determined at a later date.

New Orleans, Louisiana, this 9 day of April, 2018.

JUDGE ROBIN M. GIARRUSSO
JUDICIAL DISTRICT COURT FOR THE PARISH
OF ORLEANS, DIVISION G
ENTERED ON MINUTES

Unkle Williams
4/11/2018 885

Charlene Williams

APR 10 2018

CHARLENE WILLIAMS

Respectfully submitted:

David J. Halpern (#6452)

david.halpern@keanmiller.com

Jill A. Gautreaux (#23750)

jill.gautreaux@keanmiller.com

Amanda Howard Lowe (#32507)

Amanda.lowe@keanmiller.com

KEAN MILLER LLP

909 Poydras Street Suite 3600

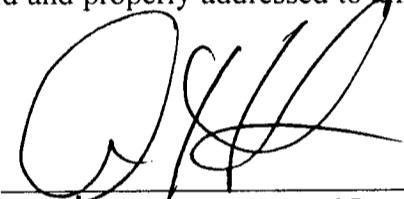
New Orleans, LA 70112

Telephone: (504) 585-3050

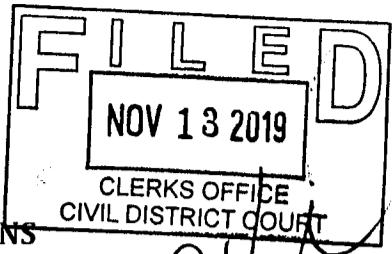
**Attorneys for 308 Decatur-New
Orleans, LLC**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing pleading was sent by fax, e-mail and/or U.S. Mail, postage prepaid and properly addressed to all counsel of record this 19th day of March 2018.


Amanda Howard Lowe

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA



NO: 2018-9290

DIVISION "G"

THE ROUGE HOUSE, LLC
-VERSUS-
308 DECATUR- NEW ORLEANS

FILED: _____

DEPUTY CLERK: _____

CHELSEY RICHARD NAPOLION

MOTION AND ORDER FOR DEVOLUTIVE APPEAL COURT
4002 CIVIL COURTS BUILDING

NOW INTO COURT, through the undersigned counsel comes THE ROUGE HOUSE,
RE 308 DECATUR, NEW ORLEANS, LA 70112
609-407-0000

LLC, plaintiff, who respectfully represents that:

Receipt Date 11/22/2019 4:06:00 PM

1. Receipt Number 792174
Cashier deacon

Judgment was rendered against after a hearing on exception of res judicata on

Case Number 2018-09290
October 11, 2019, sustaining the defendant's exception and dismissing the case.

Grand Total \$ 7.50

2. Amount Received \$ 7.50
Balance Due \$ 0.00

The Movant believes that said Judgment was contrary to the law and evidence and
wishes to appeal from the judgment of the district court

Payment/ Transaction List

Check w 794 \$7.50

3.

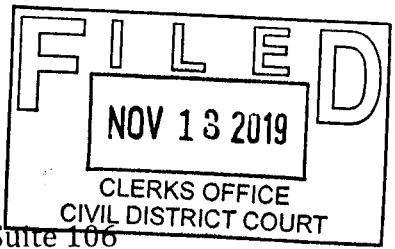
WHEREFORE, Movant prays that this Motion for Devolutive Appeal be filed and that
a devolutive appeal to the Honorable Fourth Circuit Court of Appeal be granted and that this
honorable court set a return date within the time limit prescribed by law.

Respectfully submitted,

Desherick J. W. Boone, Esq.
LA. Bar Roll No. 34207
The Boone Law Firm, L. L. C.
541 Julia Street, Suite 200.
New Orleans, LA 70122
Phone: (504) 458-5759
Fax: (504) 264-9436
Email: Dboonelaw@gmail.com

Michelle A. Charles, Esq.
LA. Bar Roll No. 30872

VERIFIED
Jan 25 2019
11/25/19



1901 Manhattan Blvd, Suite 106
Harvey, LA 70058
Phone: (504) 259-9884
Email: Lawandnotary@gmail.com

*Attorneys for the Defendant/Plaintiff in
Reconvention*

CERTIFICATE OF SERVICE

I hereby certify that that I have caused to be served by U. S. Mail, facsimile, electronic mail copy of the foregoing document upon all opposing counsel of record on the 12th day of November, 2019.


Desherick J.W. Boone

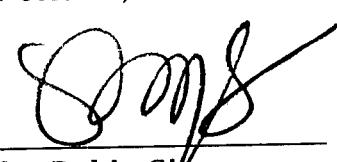
ORDER OF DEVOLUTIVE APPEAL

CONSIDERING THE FORGEING MOTION:

IT IS HEREBY ORDERED THAT a devolutive appeal be granted to THE ROUGE HOUSE, LLC. from the Judgment of the trial court against it sustaining the defendant's exception of res judicata and that the appeal of this case be returnable to the Court of Appeal, Fourth Circuit within the delays provided by law on the _____ day of _____

20 _____.

THUS DONE this 2 day of Dec, 2019 at New Orleans, Louisiana.


Hon. Judge Robin Giarrusso
Orleans Civil District Court

Ver. 12/6/15
VERIFIED

FILED

2020 FEB 12 PM 4:28

CIVIL
DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO: 2018-9290

DIVISION "G"

THE ROUGE HOUSE, LLC
-VERSUS-
308 DECATUR- NEW ORLEANS

FILED: _____

DEPUTY CLERK: _____

AMENDED MOTION AND ORDER FOR DEVOLUTIVE APPEAL

NOW INTO COURT, through the undersigned counsel comes THE ROUGE HOUSE, LLC, plaintiff, who respectfully represents that:

1.

Judgment was rendered against after a hearing on exception of res judicata on October 11, 2019, sustaining the defendant's exception and dismissing the case.

2.

On November 13, 2019, The Rouge House filed a motion and order for devolutive appeal that was granted by this Court.

3.

On December 11, 2019, the Clerk of Court estimated the cost of the appeal to be \$8,361.00, which payment was due from The Rouge House on December 31, 2019. Said cost being exorbitant and far surpassing The Rouge House's ability to pay, Rouge House has since sought and obtained pauper status.

4.

Because of the change in status, it is necessary to amend the original Motion for Devolutive Appeal to preserve the appeal and to order the Clerk of Court prepare the record and estimated costs in accordance with the Rouge House's pauper status.

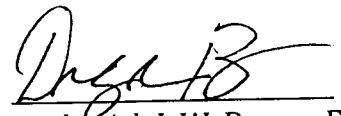
WHEREFORE, The Rouge House prays that this Amended Motion for Devolutive Appeal be filed and that a devolutive appeal to the Honorable Fourth Circuit Court of Appeal be granted and that this honorable court set a return date within the time limit prescribed

VERIFIED
Jm. Ju. S/
2/18/20

205

by law and that order be issued directing the Clerk of Court of Orleans Parish to prepare a new estimated cost of appeal in accordance with The Rouge House's pauper status.

Respectfully submitted,



Desherrick J. W. Boone, Esq.
LA. Bar Roll No. 34207
The Boone Law Firm, L. L. C.
22123 Gentilly Boulevard
New Orleans, LA 70122
Phone: (504) 458-5759
Fax: (504) 264-9436
Email: Dboonelaw@gmail.com

Michelle A. Charles, Esq.
LA. Bar Roll No. 30872
1901 Manhattan Blvd, Suite 106
Harvey, LA 70058
Phone: (504) 259-9884
Email: Lawandnotary@gmail.com

*Attorneys for the Defendant/Plaintiff in
Reconvention*

CERTIFICATE OF SERVICE

I hereby certify that that I have caused to be served by U. S. Mail, facsimile, electronic mail copy of the foregoing document upon all opposing counsel of record on the 12th day of February, 2020.


Desherrick J. W. Boone

ORDER OF DEVOLUTIVE APPEAL

DeMille
CONSIDERING THE FORGEING AMENDED MOTION:

IT IS HEREBY ORDERED that a devolutive appeal be granted to THE ROUGE HOUSE, LLC. from the judgment of the trial court against it sustaining the defendant's exception of res judicata and that the appeal of this case be returnable to the Court of Appeal, Fourth Circuit within the delays provided by law on the _____ day of _____, 2020.

IT IS FURTHER ORDERED that the Clerk of Court for the Parish of Orleans shall prepare and reissue an estimated cost of appeal in accordance with The Rouge House's

VERIFIED

Don Dre Spiller

2/28/20

2
206

pauper status.

Denied

THUS DONE this _____ day of _____, 2020 at New Orleans, Louisiana.

DRG
Hon. Judge Robin Giarrusso
Orleans Civil District Court

21 February 2020

PLEASE PROVIDE NOTICE TO:

Desherick J. W. Boone, Esq.
The Boone Law Firm, L. L.C.
2213 Gentilly Boulevard
New Orleans, LA 70122
Phone: (504) 458-5759
Fax: (504) 264-9436
Email: Dboonelaw@gmail.com

Michelle A. Charles, Esq.
1901 Manhattan Blvd, Suite 106
Harvey, LA 70058
Phone: (504) 259-9884
Email: Lawandnotary@gmail.com

Amanda Lowe
Kean Miller, LLP
909 Poydras Street, Suite 3600
New Orleans, LA 70112

FILED

2020 FEB 20 PM 3:44

CIVIL
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO: 2018-9290

DIVISION "G"

THE ROUGE HOUSE, LLC
-VERSUS-
308 DECATUR- NEW ORLEANS

FILED: _____

DEPUTY CLERK: _____

AMENDED MOTION AND ORDER FOR DEVOLUTIVE APPEAL

NOW INTO COURT, through the undersigned counsel comes THE ROUGE HOUSE, LLC, plaintiff, who respectfully represents that:

1.

Judgment was rendered against after a hearing on exception of res judicata on October 11, 2019, sustaining the defendant's exception and dismissing the case.

2.

On November 13, 2019, The Rouge House filed a motion and order for devolutive appeal that was granted by this Court.

3.

On December 11, 2019, the Clerk of Court estimated the cost of the appeal to be \$8,361.00, which payment was due from The Rouge House on December 31, 2019. Said cost being exorbitant and far surpassing The Rouge House's ability to pay, Rouge House has since sought and obtained pauper status.

4.

Because of the change in status, it is necessary to amend the original Motion for Devolutive Appeal to preserve the appeal and to order the Clerk of Court prepare the record and estimated costs in accordance with the Rouge House's pauper status.

WHEREFORE, The Rouge House prays that this Amended Motion for Devolutive Appeal be filed and that a devolutive appeal to the Honorable Fourth Circuit Court of Appeal be granted and that this honorable court set a return date within the time limit prescribed

VERIFIED

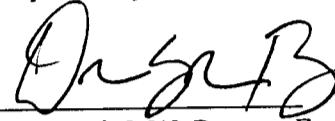
Don Dre Spiller

2/26/20

208

by law and that order be issued directing the Clerk of Court of Orleans Parish to prepare a new estimated cost of appeal in accordance with The Rouge House's pauper status.

Respectfully submitted,



Desherick J. W. Boone, Esq.
LA. Bar Roll No. 34207
The Boone Law Firm, L. L. C.
22123 Gentilly Boulevard
New Orleans, LA 70122
Phone: (504) 458-5759
Fax: (504) 264-9436
Email: Dboonelaw@gmail.com

Michelle A. Charles, Esq.
LA. Bar Roll No. 30872
1901 Manhattan Blvd, Suite 106
Harvey, LA 70058
Phone: (504) 259-9884
Email: Lawandnotary@gmail.com

*Attorneys for the Defendant/Plaintiff in
Reconvention*

CERTIFICATE OF SERVICE

I hereby certify that that I have caused to be served by U. S. Mail, facsimile, electronic mail copy of the foregoing document upon all opposing counsel of record on the 12th day of February, 2020.


Desherick J. W. Boone

ORDER OF DEVOLUTIVE APPEAL

Desherick J. W. Boone
CONSIDERING THE FORGOING AMENDED MOTION:

IT IS HEREBY ORDERED that a devolutive appeal be granted to THE ROUGE HOUSE, LLC. from the Judgment of the trial court against it sustaining the defendant's exception of res judicata and that the appeal of this case be returnable to the Court of Appeal, Fourth Circuit within the delays provided by law on the _____ day of _____, 2020.

IT IS FURTHER ORDERED that the Clerk of Court for the Parish of Orleans shall prepare and reissue an estimated cost of appeal in accordance with The Rouge House's

VERIFIED
Jm. Jw. 209
2/28/20

VERIFIED

pauper status.

THUS DONE this _____ day of _____, 2020 at New Orleans, Louisiana.



Hon. Judge Robin Giarrusso
Orleans Civil District Court

27 February 2020

PLEASE PROVIDE NOTICE TO:

Desherick J. W. Boone, Esq.
The Boone Law Firm, L. L.C.
2213 Gentilly Boulevard
New Orleans, LA 70122
Phone: (504) 458-5759
Fax: (504) 264-9436
Email: Dboonelaw@gmail.com

Michelle A. Charles, Esq.
1901 Manhattan Blvd, Suite 106
Harvey, LA 70058
Phone: (504) 259-9884
Email: Lawandnotary@gmail.com

Amanda Lowe
Kean Miller, LLP
909 Poydras Street, Suite 3600
New Orleans, LA 70112

APPENDIX D

1 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
2 STATE OF LOUISIANA

3
4 308 DECATUR-NEW ORLEANS, LLC
5 VERSUS
6 THE ROUGE HOUSE, LLC

7
8 CASE NUMBER: 2013-09718

DIVISION G

9
10 *****

11

12

13

14

15 Transcript of the ***Motion for Summary***
16 ***Judgments*** taken during the ***Rule Hearing***
17 ***Proceedings*** held in the above-captioned
18 matter on *Friday, February 2nd, 2018*, before
19 the ***Honorable Robin M. Giarrusso, Judge***
20 ***Presiding.***

21
22 APPEARANCES:

23 Amanda Lowe, Esq.

24 Jill Gautreaux, Esq.

25 Representing the Plaintiff, 308 Decatur-New
26 Orleans, LLC

27
28 Tracy Riley, pro se

29 Representing the Defendant, The Rouge House, LLC

30
31 REPORTED BY:

32 R.J. Buras, Jr., CSR, RPR

ORIGINAL

PROCEEDINGS

Friday, February 2nd, 2018

THE CLERK:

Number 26, 308 Decatur New Orleans, LLC
Vs. The Rouge House, LLC, Case No.
2013-09718.

MS. LOWE:

Good morning, Your Honor. Amanda Lowe on behalf of 308 Decatur New Orleans, LLC.

MS. RILEY:

Good morning, Your Honor.

THE COURT:

Good morning. Tell me your name, please, for the record?

MS. RILEY:

Tracy Riley.

THE COURT:

Thank you.

Go ahead.

MS. LOWE:

Your Honor, 308 Decatur filed two motions for summary judgment in this case. The first was filed with regard to our petition for declaratory judgment seeking rent owed under the lease, and other damages. The second was filed to dismissed all the claims made by the Rouge house in reconvention, in the reconventional demand.

The only mentioned that the Rouge House formally opposed was the motion to dismiss the claims made in the reconventional demands, but we understand essentially those

1 arguments serve as an opposition to the other
2 motions. But, to simplify things, I'm going
3 to address the motion to dismiss, the claims
4 of the reconventional demand, and briefly
5 address the other issue.

6 THE COURT:

7 That's fine.

8 MS. LOWE:

9 Your Honor, we think it's abundantly
10 clear when you look at the opposition that
11 was submitted by the Rouge House that the
12 Rouge House has failed to present the Court
13 with any competent summary judgment evidence
14 that would support it's claims in the
15 reconventional demands and defeat 308's
16 motion for summary judgment. In fact, most
17 of the material facts admitted in its
18 opposition actually supports the motion for
19 summary judgment of 308 Decatur.

20 In all the claims made by the Rouge
21 House in its reconventional demand are for
22 negligent misrepresentation, intentional
23 misrepresentation, detrimental reliance, and
24 claims under the Unfair Trade Practices Act.

25 All of those claims require the Rouge
26 House to prove that 308 Decatur did in fact
27 make a misrepresentation to the Rouge House
28 that induced Rouge House to enter into the
29 lease. And you will see from the
30 reconventional demand and the opposition that
31 all of Rouge House claims hinge on two
32 alleged misrepresentations.

The first being that my client, 308 Decatur, misrepresented to the Rouge House, or told the Rouge House that the Rouge House would be able to use the alcohol permit owned by Jason Mohney, the owner of the premises.

The second being that 308 Decatur made certain factual misrepresentations with regard to the condition of the property. Specifically, that we failed to disclose certain Vieux Carre Commission ordinance violations and other City of New Orleans Code violations that were existing against the premises.

As to the liquor license, Your Honor, Ms. Riley -- the Rouge House admits in its opposition to our summary judgment that Ms. Riley, Ms. Tracy Riley, the principle of the Rouge House was made aware on several occasions before the lease was signed that we would not allow her to use the Liquor license belonging to Mr. Mohney. This was made clear in e-mails, in text messages, all of which have been introduced, attached --

THE COURT:

I've seen them --

MS. LOWE:

-- she also admitted that she knew she was never told that she could use it. She further admitted that she was told by us that we would cooperate with her and put her in touch with 308 Decatur's counsel, David Halpern, who would cooperate and assist her

1 to obtain a City's liquor license, which he
2 did in this instance.

3 Judge, the only evidence that the Rouge
4 House points to support an alleged
5 misrepresentation with regards to the Liquor
6 license is the terms of the lease itself. At
7 that point, Judge, you can decide this issue
8 as a matter of law on summary judgment
9 because, as both the Rouge House and 308
10 Decatur had noted in our briefs, contract
11 interpretations is a matter of law.

12 The provision that she cites to you is
13 Paragraph 27, which provides that "the Bar
14 shall" -- "the Bar shall cooperate with
15 Tenant to transfer and assign to Tenant (or
16 caused to be issued to Tenant) the liquor
17 license to sell beer, wine and liquor at the
18 leased premises for consumption on the lease
19 premises. Bar shall not be required to incur
20 any costs or expenses or liability to cause
21 the Liquor License to be issued to Tenant;
22 and Tenant shall reimburse Bar for all
23 expenses incurred by Bar in connection with
24 same."

25 Your Honor, the paragraph clearly
26 provides a destructive, or that we would
27 cooperate with her to cause a liquor license
28 to be issued to her.

29 Again, this violates -- the Rouge House
30 admits that she knew she couldn't use the
31 Liquor License before the lease was signed.
32 She admits that our local counsel did

1 cooperate with her to have a temporary event
2 permit issued to her. She later obtained a
3 City Liquor License.

4 So, even if the Court were to find that
5 this provision ambiguous, the next step is to
6 look to the intent of the parties with
7 regards to what was meant by that provision.
8 The intent is specifically clear. She --
9 The Rouge House even admits that they knew
10 they couldn't use the License.

11 Your Honor, we just believe that this
12 issue can be clearly decided as a matter of
13 law. There was no alleged misrepresentation
14 made by 308 Decatur with regard to the Liquor
15 License.

16 As to the code violations against the
17 premise, the Rouge House has claims not that
18 we made an affirmative misrepresentation to
19 her that there were none, but instead that we
20 had some type of affirmative duty to let her
21 know that these code violations existed.

22 Your Honor, this is not supported by any
23 evidence. It's not supported the clear and
24 ambiguous language of this lease, and it's
25 certainly not by the law.

26 The Rouge House admits that there were
27 two "as is" provisions in this lease. The
28 Rouge House admits that even before she --
29 before the lease was signed, she was let --
30 she was made known when she requested certain
31 things be repaired or remedied that this was
32 an "as is" deal. Let us know if you want to

1 go forward, because we are not doing
2 anything. She agreed and said, yes, I'd like
3 to move forward.

4 Your Honor, she's claiming that the "as
5 is" provision should be invalidated because
6 of fraud and that argument essentially boils
7 down to an argument that we had some
8 affirmative duty to disclose these code
9 violations to her.

10 Your Honor addressed this exact issue on
11 summary judgment in *Jeffers Versus Tharpe* --
12 I mean, the exact issue. And Your Honor
13 granted summary judgment to the sellers --

14 THE COURT:

15 And was affirmed --

16 MS. LOWE:

17 -- and was affirmed by the Fourth
18 Circuit. The summary judgment was granted
19 for sellers because Your Honor found that "as
20 is, where is" provision that is clearly laid
21 out in the sale document that is brought to
22 the attention of the buyer and that is
23 explained to the buyer serves as the waiver
24 of the warranty of defects. That is
25 abundantly -- that is clear that has happen
26 here.

27 The "as is" provision in this lease
28 provides Tenant, in bold in all caps, "TENANT
29 IS Accepting the property in "as is"
30 CONDITION WITH ALL FAULTS." No
31 Representations or warranties have been made
32 or are made and the responsibility has been

1 or is assumed by landlord or Bar or by any
2 member, manager, officer, director, person,
3 firm, agent or representative acting or
4 purporting to act on behalf of Landlord, or
5 Bar as to the condition or repair of the
6 property or the value, expense of operation,
7 or income potential thereof or as to any
8 other fact or condition which has or might
9 affect the Property or the condition, the
10 repair, value, expense of operation or income
11 potential of the Property or any portion
12 thereof." I'll save you from going through
13 the whole thing.

14 The other "as is" provisions even
15 provides that this property is sold "as is,
16 where is" without any warranties whatsoever
17 as to fitness or condition, whether expressed
18 or implied, and Tenant expressly waives the
19 warranty of fitness and the guarantee against
20 hidden or latent defects (defects in the
21 property sold) which render it useless or
22 render its use inconvenient or imperfect that
23 Tenant would not have purchased it had it
24 known of the vice or defect."

25 Your Honor, in this case, it's clear
26 that "as is" clearly provided in the lease.
27 It's clear from the e-mails and text messages
28 that she was also told this is an "as is"
29 deal. It's clear that -- Your Honor found
30 that the third element that's explained is
31 satisfied if you can prove that the buyer
32 actually knew the "as is" provision existed.

1 Your Honor, we are also not dealing with
2 the case where the Rouge House was
3 unsophisticated, unrepresented party here.
4 It had an attorney that reviewed this lease.
5 If anybody had an obligation to explain the
6 import of this "as is" provision, it was her
7 attorney.

8 Your Honor, I believe your decision in
9 Jeffers and you granting that summary
10 judgment supports very clearly that we had no
11 affirmative duty --

12 THE COURT:

13 Talk to me about the rent issue, the
14 rents?

15 MS. LOWE:

16 -- the rent issue, Okay.

17 Your Honor, again, the Rouge House has
18 submitted no evidence that contradicts those
19 material factuals. Ms. Riley, the principle
20 of the Rouge House, admitted in her
21 deposition that she did sign this lease. She
22 did agree to \$25,000.00 a month in rent. She
23 paid the additional first and last month with
24 a \$50,000.00 deposit. She was in premise
25 from July, August, September, and October and
26 didn't pay rent. We actually gave her three
27 or four months to pay the rent and it wasn't
28 until October that we finally were like,
29 okay, we have to go forward with the eviction
30 proceeding.

31 Your Honor, we think it's very clear in
32 the lease that we are also -- we're entitled

1 -- she was required to pay rent. She was
2 required to pay the utility bills, and water
3 bills, which were never paid.

4 The lease also provides that we're
5 entitled to attorney's fees and cost for
6 having to bring an action to collect on that
7 rent that was owed.

8 And, Your Honor, again, just -- and back
9 to the "as is" condition of the property.

10 The other cases that were cited by the Rouge
11 House to support its position that the fraud
12 and invalidated "as is" provisions also
13 don't support the Rouge House's position.

14 The Newton case -- unfortunately, the Rouge
15 House cited to the dissenting opinion, and
16 the opinion in that case actually supports
17 our position because that case found that a
18 seller is under no duty to disclose defects
19 that a reasonable prudent buyer could have
20 discovered and should have discovered --

21 THE COURT:

22 Let me hear what Ms. Riley has to say.

23 MS. RILEY:

24 Good morning, Your Honor.

25 I am coming before you as pro se. I'm
26 not an attorney --

27 THE COURT:

28 I know --

29 MS. RILEY:

30 -- I won't be -- very layman -- hum --
31 so, as I understand --

32 THE COURT:

1 -- you know, that's your choice, but
2 you've got very able counsel up against you,
3 so, you know, do what you want --

4 MS. RILEY:

5 -- I understand --

6 THE COURT:

7 -- we've been through this before I
8 think --

9 MS. RILEY:

10 -- okay. right.

11 As I understand this particular
12 procedure today, it's a summary judgment
13 procedure. The purposes of that is to -- a --
14 for you to decide whether or not we get to
15 have a -- a actual trial which we have
16 scheduled for May 8th, and that I'm suppose
17 to show that there are issues with the
18 material facts. That is my understanding of
19 what this particular -- so we are not -- we
20 are not having a hearing, and you know
21 talking about the merits of the case and all
22 of that -- hum -- so as it --

23 THE COURT:

24 We are talking about whether or not
25 you're going to be able to prove your case or
26 not based on what's in front of me. So, tell
27 why I shouldn't dismiss a reconventional
28 demand and I shouldn't grant the summary
29 judgment on the rents?

30 MS. RILEY:

31 Well, in terms of -- in terms of the
32 evidence that was mentioned -- brought before

1 you and is before you, the plaintiffs failed
2 to mention some of this key evidence, and
3 I'll like to bring that to your attention.

4 It's Exhibit B. The plaintiff's memo
5 doesn't address the notice of violation and
6 the fact that when we had this -- this
7 negotiation phase, or this determining of the
8 terms of this lease phase that, that was a
9 discussion phase, and that the fact that the
10 plaintiffs were in violation of City of New
11 Orleans ordinances was not officially brought
12 to my attention at the time, nor did they
13 bring to my attention that they were barred
14 from being able to operate.

15 The first day that I met the plaintiff's
16 representative in front of witnesses, I
17 described to them what my intentions were to
18 be for that building. So, they knew I was
19 relying on this property to operate a
20 particular business in a particular way. At
21 no time did they interrupt me and say, Major
22 Riley, we understand how you want to use the
23 building, please know that this building
24 currently has a cease and desist order on it.
25 This building has a cease and desist order on
26 it. You can not operate your business
27 because we are in a formal process with the
28 City of New Orleans, City Attorneys, and we
29 have to go before hearings, and if we lose
30 those hearings, than this building will be
31 taken and sold to someone else by City of New
32 Orleans.

1 Now, they mentioned that I had an
2 obligation to do some -- some research. They
3 mentioned that I had an attorney
4 representative. Your Honor, I have and have
5 submitted the evidence already that I not
6 only spoke with the City of New Orleans, but
7 I also documented in e-mail communication --
8 that's in the records -- I clearly explained
9 how I would be -- how I intended to use this
10 property to the city of New Orleans, to the
11 plaintiffs, to the Safety and Permit's
12 Office, as well as the Vieux Carre --

13 THE COURT:

14 Vieux Carre commission --

15 MS. RILEY:

16 -- portion of safety and permits.

17 And -- and at no point during that, that
18 phase of between my doing the research on the
19 property to the day we actually signed that
20 lease on June 24th was I notified by any of
21 those entities that this building would not
22 be available to me to use it as I intended.
23 That -- and that is what I am saying in terms
24 of I relied on the plaintiffs to disclose to
25 me any faults and defects with -- not just
26 the physical location but also with the
27 government agencies.

28 There is no way that I could -- I could
29 have known beyond what I attempted to find
30 out for myself that they were sitting on a
31 cease and desist order. I -- I didn't know
32 that and I had relied on them to tell me

1 that. It's just as anyone would rely on an
2 automobile dealership to let them know if a
3 car is a lemon, or if it's been flooded.
4 That has a huge impact on your decision on
5 whether or not you're going to invest your
6 hard earned money.

7 In this case, this was my life savings
8 with my husband and I. This was our
9 retirement after serving twenty-four (24)
10 years for me and twenty-eight (28) years for
11 him in the military. This is ours -- our
12 dream business. This isn't a location that we
13 just haphazardly just decided to throw our
14 life savings away for. If this had been
15 disclosed to me, then I would have -- I would
16 have made a decision based on the information
17 that was reasonable and fair not to go into
18 this endeavor.

19 Now, they are referring to text
20 messages. I also relied very heavily on
21 using the permit that, that business had
22 pictures of in the premises next to the door
23 to verify that they had all their permits in
24 place. I asked them to used those permits
25 until I got my own. Yes, in the text
26 messages where we are negotiating and working
27 out the terms of what would be then the
28 contract, the representative, Ms. Dominique
29 Dennoun, did say to me that the owners did
30 not want to allow me to use their permits. I
31 understood that. I have those text messages.

32 But we continued to try to work out a

1 deal so that my needs could be met; their
2 needs could be met; and again, that in my
3 view is what that negotiation phase was for.
4 And I wrote a letter -- an e-mail to the
5 plaintiffs on June 23rd when they asked me to
6 prove my financial capability of handling a
7 \$25,000.00 a month lease to purchase
8 agreement. On June 23rd, within the hour, I
9 responded today them. I don't have that kind
10 of money, but I do have a plan which I had
11 already presented to them, my business plan.
12 I told them that based on the revenue that we
13 would be making from the business. the
14 business that I relied on them -- or on that
15 building to be able to provide me with the
16 ability to operate that I was confident that
17 I could take the money earned from operating
18 and be able to pay that loan back. So, they
19 knew beforehand that I relied on that -- on
20 that property. The next response that I got
21 from them was an e-mail, eight (8) days
22 later, with the lease.

23 So, in my mind, when they asked me about
24 can I handle the \$25,000.00 a months by
25 having money stored in a bank account, my
26 answer was no, but -- but I could do it by
27 relying on the building. Their next response
28 was sending me the lease. It was in that
29 lease I saw their response to my request, and
30 that was to -- that -- that the plaintiff
31 would transfer and cause to be transferred
32 their Liquor Permit.

1 Now, in my interpret -- that wasn't
2 confusing to be. That's the same in my view
3 as use their Liquor Permit until I got my
4 own.

5 THE COURT:

6 Okay. Ms. Lowe, I'm a little concerned
7 about the cease and desist order.

8 MS. LOWE:

9 Your Honor, the cease and desist
10 order -- all of the violations referred to
11 were all code violations and they were all
12 Vieux Carre Commission. One was there was red
13 tint place on the windows of this building
14 that the VCC wanted down; another one was
15 there was cement around the side of the
16 property that was busted up.

17 There were several code violations which
18 was exactly why we were signing this "as is,
19 where is" because we had no intention of
20 remedying any of them.

21 The only -- I'm not sure the cease and
22 desist order she's talking about. We had a
23 nuisance petition filed against the former
24 business that was there. We paid a \$1,500.00
25 fine to get out of the nuisance petition and
26 have out alcohol license cleared. It's --

27 THE COURT:

28 Yeah. I'm going to go ahead and grant
29 the summary judgments --

30 MS. LOWE:

31 -- thank you --

32 THE COURT:

1 -- do you want to prepare the judgments
2 for me --

3 MS. LOWE:

4 -- yes --

5 THE COURT:

6 I don't really have any choice but to do
7 it --

8 MS. LOWE:

9 -- I agree, Your Honor --

10 THE COURT:

11 -- so --

12 MS. RILEY:

13 I don't understand?

14 THE COURT:

15 Well, I'm dismissing your case based on
16 the summary judgments, because I don't think
17 you have enough evidence when you enter into
18 something "as is" you take it as it is. I
19 don't see any reasons not to grant them, so
20 --

21 MS. LOWE:

22 Okay. We'll prepare -- We have a
23 judgment actually today with regard to the --

24 MS. RILEY:

25 If I may --

26 THE COURT:

27 Don't interrupt. Let her finish and I'll
28 let you talk --

29 MS. RILEY:

30 -- Your Honor --

31 MS. LOWE:

32 -- the dismissal of the claims in the

1 reconventional demand. We also have an order
2 with regards to our summary judgment on the
3 rent also, but as we said we're entitled to
4 attorney's fees and cost. I'm not sure if we
5 should submit it at another date --

6 THE COURT:

7 Well, you can you say attorney's fees
8 and cost, if you don't agree, you can amend
9 later for the amount because I'm assuming
10 we're going to have a hearing on that.

11 MS. LOWE:

12 Okay. I'm going to hold off on that
13 one, but I do have one for the reconventional
14 demand. I several copies.

15 MS. RILEY:

16 May I now?

17 THE COURT:

18 Yes, of course.

19 MS. RILEY:

20 When you refer to "as is, when is"
21 they're specifically talking about physical
22 defects with the building. I did not take
23 issue with painting the building or repairing
24 the sidewalk or any of those issues. I took
25 issue with the fact that they sold the
26 building to me and withheld the fact that I
27 could not be able to use the building for the
28 purposes that they knew I was purchasing it
29 and --

30 THE COURT:

31 I understand that, but you had --

32 MS. RILEY:

1 -- barred me --

2 THE COURT:

3 -- I don't want to argue with you. I
4 heard your argument about that. I don't want
5 to argue anymore. I've got to follow the
6 what I think the law is. I've done that. I
7 could be wrong. The Court of Appeal has told
8 me many times before that I'm wrong. I do the
9 best that I can.

10 Once I signed the judgment, you have
11 every right to take appeals to the Fourth
12 Circuit. If they say I'm wrong, we will come
13 back and start over again, but I don't think
14 I am when you enter into an "as is"
15 agreement. I've been wrong before.

16 Do you have the judgments?

17 MS. LOWE:

18 Yes, ma'am.

19 (END OF PROCEEDINGS)

1 CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
2 STATE OF LOUISIANA

3
4 REPORTER'S PAGE
5

6 I, *R.J. Buras, Jr., CCR, RPR*, in and for
7 the State of Louisiana, the officer before
8 whom this sworn testimony was taken, do
9 hereby state:

10 That due to the spontaneous discourse of
11 this proceedings, where necessary, dashes
12 (--) have been used to indicate pauses,
13 changes in thought, and/or talk-overs; that
14 same is the proper method for a Court
15 Reporter's transcription of a proceeding; and
16 that dashes (--) do not indicate that words
17 or phrases have been left out of this
18 transcript.

19 That any words and/or names which could
20 not be verified through reference material
21 have been denoted with the phrase " (assumed
22 spelling) ."

23
24
25
26 R.J. BURAS, JR., CCR, RPR
27
28
29
30
31
32

1 C
2 C
3 C
4 C
5 C
6 C
7 C
8 C
9 C
10 C
11 C
12 C
13 C
14 C
15 C
16 C
17 C
18 C
19 C
20 C
21 C
22 C
23 C
24 C
25 C
26 C
27 C
28 C
29 C
30 C
31 C
32 C

CIVIL DISTRICT COURT PARISH OF ORLEANS
STATE OF LOUISIANA

REPORTER'S CERTIFICATE

I, *R.J. Buras, Jr.*, Official Court Reporter in and for the State of Louisiana, employed as an official court reporter by the Civil District Court, Parish of Orleans, for the State of Louisiana, as the officer before whom this testimony was taken, do hereby certify that this testimony was reported by me in the stenotype reporting method, was prepared and transcribed by me or under my direction and supervision, and is a true and correct transcript to the best of my ability and understanding; that the transcript has been prepared in compliance with transcript format guidelines required by statute or by rules of the board or by the Supreme Court of Louisiana, and that I am not related to counsel or to the parties nor am I otherwise interested in the outcome of this matter.

R J. Buras, Jr.

R J. Buras, Jr., CSR, RPR

*	beyond (13:29) bills (10:2) (10:3) board (21:21) boils (7:6) bold (7:28) both (5:9) briefly (3:4) briefs (5:10) bring (10:6) (12:3) (12:13) brought (7:21) (11:32) (12:11) building (12:18) (12:23) (12:25) (12:30) (13:21) (15:15) (15:27) (16:13) (18:22) (18:23) (18:26) (18:27) buras (1:32) (20:6) (20:26) (21:7) (21:28) business (12:20) (12:26) (14:21) (15:11) (15:13) (15:14) (16:24) busted (16:16) but (2:32) (3:2) (6:19) (11:1) (13:6) (13:26) (14:32) (15:10) (15:26) (17:6) (18:3) (18:13) (18:31) (19:13) buyer (7:22) (7:23) (8:31) (10:19)
A	c can (5:7) (6:12) (8:31) (12:26) (15:24) (18:7) (18:8) (19:9) capability (15:6) caps (7:28) car (14:3) carre (4:10) (13:12) (13:14) (16:12) case (1:8) (2:5) (2:22) (8:25) (9:2) (10:14) (10:16) (10:17) (11:21) (11:25) (14:7) (17:15) cases (10:10) cause (5:20) (5:27) (15:31) caused (5:16) ccr (20:6) cease (12:24) (12:25) (13:31) (16:7) (16:9) (16:21) cement (16:15) certain (4:7) (4:10) (6:30) certainly (6:25) certificate (21:5) certify (21:13) changes (20:13) choice (11:1) (17:6) circuit (7:18) (19:12) cited (10:10) (10:15) cites (5:12) city (4:11) (6:3) (12:10) (12:28) (12:31) (13:6) (13:10) city's (5:1) civil (1:1) (20:1) (21:1) (21:10) claiming (7:4) claims (2:27) (2:31) (3:3) (3:14) (3:20) (3:24) (3:25) (3:31) (6:17) (17:32) clear (3:10) (4:21) (6:8) (6:23) (7:25) (8:25) (8:27) (8:29) (9:31) cleared (16:26) clearly (5:25) (6:12) (7:20) (8:26) (9:10) (13:8) clerk (2:3) client (4:1) code (4:11) (6:16) (6:21) (7:8) (16:11) (16:17) collect (10:6) come (19:12) coming (10:25) commission (4:10) (13:14) (16:12) communication (13:7) competent (3:13) compliance (21:19) concerned (16:6) condition (4:8) (7:30) (8:5) (8:8) (8:9) (8:17) (10:9) confident (15:16) confusing (16:2) connection (5:23) consumption (5:18) continued (14:32) contract (5:10) (14:28) contradicts (9:18) cooperate (4:30) (4:32) (5:14) (5:27) (6:1) copies (18:14) correct (21:17) cost (10:5) (18:4) (18:8) costs (5:20) could (4:28) (10:19) (13:28) (15:1) (15:2) (15:17) (15:26) (18:27) (19:7) (20:19) couldn't (5:30) (6:10) counsel (4:31) (5:32) (11:2) (21:23) course (18:18) court (1:1) (2:12) (2:17) (3:6) (3:12) (4:24) (6:4) (7:14) (9:12) (10:21) (10:27) (10:32) (11:6) (11:23) (13:13) (16:5) (16:27) (16:32) (17:5) (17:10) (17:14) (17:26) (18:6) (18:17) (18:30) (19:2) (19:7) (20:1) (20:14) (21:1) (21:7) (21:9) (21:10) (21:21) csr (1:32) (20:26) (21:28) currently (12:24)
B	d damages (2:25) dashes (20:11) (20:16) date (18:5) david (4:31) day (12:15) (13:19) days (15:21) deal (6:32) (8:29) (15:1) dealership (14:2) dealing (9:1)

decatur (2:4) (2:9) (2:21) (3:19) (3:26) (4:2) (4:6) (5:10) (6:14)
 decatur-new (1:4) (1:25)
 decatur's (4:31)
 decide (5:7) (11:14)
 decided (6:12) (14:13)
 decision (9:8) (14:4) (14:16)
 declaratory (2:24)
 defeat (3:15)
 defect (8:24)
 defects (7:24) (8:20) (10:18) (13:25) (18:22)
 defendant (1:29)
 demand (2:28) (3:4) (3:21) (3:30) (11:28) (18:1) (18:14)
 demands (2:32) (3:15)
 denoun (14:29)
 denoted (20:21)
 deposit (9:24)
 deposition (9:21)
 described (12:17)
 desist (12:24) (12:25) (13:31) (16:7) (16:9) (16:22)
 destructive (5:26)
 determining (12:7)
 detrimental (3:23)
 did (3:26) (5:2) (5:32) (9:21) (9:22) (12:12) (12:21) (14:29) (18:22)
 didn't (9:26) (13:31)
 direction (21:16)
 director (8:2)
 disclose (4:9) (7:8) (10:18) (13:24)
 disclosed (14:15)
 discourse (20:10)
 discovered (10:20)
 discussion (12:9)
 dismiss (2:30) (3:3) (11:27)
 dismissal (17:32)
 dismissed (2:26)
 dismissing (17:15)
 dissenting (10:15)
 district (1:1) (20:1) (21:1) (21:10)
 division (1:8)
 document (7:21)
 documented (13:7)
 doesn't (12:5)
 doing (7:1) (13:18)
 dominique (14:28)
 done (19:6)
 don't (10:13) (15:9) (17:6) (17:13) (17:16) (17:19) (17:27) (18:8) (19:3) (19:4) (19:13)
 door (14:22)
 down (7:7) (16:14)
 dream business (14:12)
 due (20:10)
 during (1:16) (13:17)
 duty (6:20) (7:8) (9:11) (10:18)

E

earned (14:6) (15:17)
 eight (15:21)
 element (8:30)
 else (12:31)
 e-mail (13:7) (15:4) (15:21)
 e-mails (4:22) (8:27)
 employed (21:9)
 end (19:19)
 endeavor (14:18)
 enough (17:17)
 enter (3:28) (17:17) (19:14)
 entities (13:21)
 entitled (9:32) (10:5) (18:3)
 esq (1:23) (1:24)
 essentially (2:32) (7:6)
 even (6:4) (6:9) (6:28) (8:14)
 event (6:1)
 every (19:11)
 eviction (9:29)
 evidence (3:13) (5:3) (6:23) (9:18) (11:32) (12:2) (13:5) (17:17)
 exact (7:10) (7:12)
 exactly (16:18)
 exhibit (12:4)
 existed (6:21) (8:32)
 existing (4:12)
 expense (8:6) (8:10)
 expenses (5:20) (5:23)
 explain (9:5)
 explained (7:23) (8:30) (13:8)
 expressed (8:17)
 expressly (8:18)

F

fact (3:16) (3:26) (8:8) (12:6) (12:9) (18:25) (18:26)
 facts (3:17) (11:18)
 factual (4:7)
 factuals (9:19)
 failed (3:12) (4:9) (12:1)
 fair (14:17)
 faults (7:30) (13:25)
 february (1:18) (2:2)
 fees (10:5) (18:4) (18:7)
 filed (2:21) (2:23) (2:26) (16:23)

finally (9:28)
 financial (15:6)
 find (6:4) (13:29)
 fine (3:7) (16:25)
 finish (17:27)
 firm (8:3)
 first (2:23) (4:1) (9:23) (12:15)
 fitness (8:17) (8:19)
 flooded (14:3)
 follow (19:5)
 for (1:1) (1:15) (2:14) (2:22) (2:24) (3:16) (3:18) (3:21) (5:18) (5:22) (7:19) (10:5) (11:14) (11:16) (12:18) (13:30) (14:10) (14:14) (15:3) (17:2) (18:9) (18:13) (18:27) (20:1) (20:6) (20:14) (21:8) (21:10)
 formal (12:27)
 formally (2:30)
 format (21:20)
 former (16:23)
 forward (7:1) (7:3) (9:29)
 found (7:19) (8:29) (10:17)
 four (9:27)
 fourth (7:17) (19:11)
 fraud (7:6) (10:11)
 friday (1:18) (2:2)
 from (3:29) (8:12) (8:27) (9:25) (12:14) (15:13) (15:17) (15:21)
 front (11:26) (12:16)
 further (4:29)

G

gautreaux (1:24)
 gave (9:26)
 get (11:14) (16:25)
 giarrusso (1:19)
 going (3:2) (8:12) (11:25) (14:5) (16:28) (18:10) (18:12)
 good (2:8) (2:11) (2:13) (10:24)
 got (11:2) (14:25) (15:20) (16:3) (19:5)
 government (13:27)
 grant (11:28) (16:28) (17:19)
 granted (7:13) (7:18)
 granting (9:9)
 guarantee (8:19)
 guidelines (21:20)

H

had (5:10) (6:20) (7:7) (8:23) (9:4) (9:5) (9:10) (12:6) (13:1) (13:3) (13:32) (14:14) (14:21) (14:23) (15:10) (16:19) (16:22) (18:31)
 halpern (4:32)
 handle (15:24)
 handling (15:6)
 haphazardly (14:13)
 happen (7:25)
 hard (14:6)
 has (3:12) (6:17) (7:25) (7:32) (8:8) (9:17) (10:22) (12:24) (12:25) (14:4) (19:7) (21:18)
 have (4:23) (6:1) (7:31) (8:23) (9:29) (10:19) (10:20) (11:15) (12:29) (13:4) (13:29) (14:15) (14:16) (14:31) (15:9) (15:10) (16:26) (17:6) (17:17) (17:22) (18:1) (18:10) (18:13) (19:10) (19:16) (20:12) (20:17) (20:21)
 having (10:6) (11:20) (15:25)
 hear (10:22)
 heard (19:4)
 hearing (1:16) (11:20) (18:10)
 hearings (12:29) (12:30)
 heavily (14:20)
 held (1:17)
 her (4:20) (4:30) (4:32) (5:27) (5:28) (6:1) (6:2) (6:19) (6:20) (7:9) (9:6) (9:20) (9:26) (17:27)
 here (7:26) (9:3)
 hereby (20:9) (21:12)
 hidden (8:20)
 him (14:11)
 hinge (3:31)
 hold (18:12)
 honor (2:8) (2:11) (2:21) (3:9) (4:14) (5:25) (6:11) (6:22) (7:4) (7:10) (7:12) (7:19) (8:25) (8:29) (9:1) (9:8) (9:17) (9:31) (10:8) (10:24) (13:4) (16:9) (17:9) (17:30)
 honorable (1:19)
 hour (15:8)
 house (1:6) (1:29) (2:5) (2:27) (2:29) (3:11) (3:12) (3:21) (3:26) (3:27) (3:28) (3:31) (4:2) (4:3) (4:15) (4:18) (5:4) (5:9) (5:29) (6:9) (6:17) (6:26) (6:28) (9:2) (9:17) (9:20) (10:11) (10:15)
 house's (10:13)
 how (12:22) (13:9)
 huge (14:4)
 hum (10:30) (11:22)
 husband (14:8)

I

i'd (7:2)
 i'll (8:12) (12:3) (17:27)
 i'm (3:2) (10:25) (11:16) (16:6) (16:21) (16:28) (17:15) (18:4) (18:9) (18:12) (19:8) (19:12)
 impact (14:4)
 imperfect (8:22)
 implied (8:18)
 import (9:6)
 income (8:7) (8:10)

inconvenient (8:22)
 incur (5:19)
 incurred (5:23)
 indicate (20:12) (20:16)
 induced (3:28)
 information (14:16)
 instance (5:2)
 instead (6:19)
 intended (13:9) (13:22)
 intent (6:6) (6:8)
 intention (16:19)
 intentional (3:22)
 intentions (12:17)
 interested (21:24)
 interpretations (5:11)
 interrupt (12:21) (17:27)
 into (3:28) (14:17) (17:17) (19:14)
 introduced (4:23)
 invalidated (7:5) (10:12)
 invest (14:5)
 is to (11:13)
 isn't (14:12)
 issue (3:5) (5:7) (6:12) (7:10) (7:12) (9:13) (9:16) (18:23) (18:25)
 issued (5:16) (5:21) (5:28) (6:2)
 issues (11:17) (18:24)
 its (3:17) (3:21) (4:15) (10:11)
 it's (3:9) (3:14) (6:23) (6:24) (8:25) (8:27) (8:29) (9:31) (11:12) (12:4) (14:1) (14:3) (16:26)
 itself (5:6)
 i've (4:25) (19:5) (19:6) (19:15)

J

jason (4:5)
 jeffers (7:11) (9:9)
 jill (1:24)
 judge (1:19) (5:3) (5:7)
 judgment (2:22) (2:24) (3:13) (3:16) (3:19) (4:16) (5:8) (7:11) (7:13) (7:18) (9:10) (11:12) (11:29) (17:23) (18:2) (19:10)
 judgments (1:16) (16:29) (17:1) (17:16) (19:16)
 july (9:25)
 june (13:20) (15:5) (15:8)
 just (6:11) (10:8) (13:25) (14:1) (14:13)

K

key (12:2)
 kind (15:9)
 knew (4:27) (5:30) (6:9) (8:32) (12:18) (15:19) (18:28)
 know (6:21) (6:32) (10:28) (11:1) (11:3) (11:20) (12:23) (13:31) (14:2)
 known (6:30) (8:24) (13:29)

L

laid (7:20)
 landlord (8:1) (8:4)
 language (6:24)
 last (9:23)
 latent (8:20)
 later (6:2) (15:22) (18:9)
 law (5:8) (5:11) (6:13) (6:25) (19:6)
 layman (10:30)
 lease (2:25) (3:29) (4:19) (5:6) (5:18) (5:31) (6:24) (6:27) (6:29) (7:27) (8:26) (9:4) (9:21) (9:32) (10:4) (12:8) (13:20) (15:7) (15:22) (15:28) (15:29)
 leased (5:18)
 left (20:17)
 lemon (14:3)
 let (6:20) (6:29) (6:32) (10:22) (14:2) (17:27) (17:28)
 letter (15:4)
 liability (5:20)
 license (4:14) (4:20) (5:1) (5:6) (5:17) (5:21) (5:27) (5:31) (6:3) (6:10) (6:15) (16:26)
 life (14:7) (14:14)
 like (7:2) (9:28) (12:3)
 liquor (4:14) (4:20) (5:1) (5:5) (5:16) (5:17) (5:21) (5:27) (5:31) (6:3) (6:14) (15:32) (16:3)
 little (16:6)
 llc (1:4) (1:6) (1:26) (1:29) (2:4) (2:5) (2:9)
 loan (15:18)
 local (5:32)
 location (13:26) (14:12)
 look (3:10) (6:6)
 lose (12:29)
 louisiana (1:2) (20:2) (20:7) (21:2) (21:8) (21:11) (21:22)
 lowe (1:23) (2:7) (2:8) (2:20) (3:8) (4:26) (7:16) (9:15) (16:6) (16:8) (16:30) (17:3) (17:8) (17:21) (17:31) (18:11) (19:17)

M

ma'am (19:18)
 made (2:27) (2:31) (3:20) (4:6) (4:18) (4:21) (6:14) (6:18) (6:30) (7:31) (7:32) (14:16)
 major (12:21)
 make (3:27)
 making (15:13)
 manager (8:2)
 many (19:8)
 material (3:17) (9:19) (11:18) (20:20)
 matter (1:18) (5:8) (5:11) (6:12) (21:24)

may (11:16) (17:25) (18:16)
 mean (7:12)
 meant (6:7)
 member (8:2)
 memo (12:4)
 mention (12:2)
 mentioned (2:29) (11:32) (13:1) (13:3)
 merits (11:21)
 messages (4:22) (8:27) (14:20) (14:26) (14:31)
 met (12:15) (15:1) (15:2)
 method (20:14) (21:14)
 might (8:8)
 military (14:11)
 mind (15:23)
 misrepresentation (3:22) (3:23) (3:27) (5:5) (6:13) (6:18)
 misrepresentations (3:32) (4:7)
 misrepresented (4:2)
 mohney (4:5) (4:21)
 money (14:6) (15:10) (15:17) (15:25)
 month (9:22) (9:23) (15:7)
 months (9:27) (15:24)
 morning (2:8) (2:11) (2:13) (10:24)
 most (3:16)
 motion (1:15) (2:30) (3:3) (3:16) (3:18)
 motions (2:22) (3:2)
 move (7:3)
 my interpret (16:1)
 myself (13:30)

N

name (2:13)
 names (20:19)
 necessary (20:11)
 needs (15:1) (15:2)
 negligent (3:22)
 negotiating (14:26)
 negotiation (12:7) (15:3)
 never (4:28) (10:3)
 new (2:4) (2:9) (4:11) (12:10) (12:28) (12:31) (13:6) (13:10)
 newton (10:14)
 next (6:5) (14:22) (15:20) (15:27)
 none (6:19)
 nor (12:12) (21:23)
 not (4:20) (5:19) (6:17) (6:22) (6:23) (6:25) (7:1) (8:23) (9:1) (10:26) (11:14) (11:19) (11:20) (11:24) (11:26) (12:11) (12:26) (13:5) (13:21) (13:25) (14:5) (14:17) (14:30) (16:21) (17:19) (18:4) (18:22) (18:27) (20:16) (20:20) (21:22)
 noted (5:10)
 notice (12:5)
 notified (13:20)
 now (13:1) (14:19) (16:1) (18:16)
 nuisance (16:23) (16:25)
 number (1:8) (2:4)

O

obligation (9:5) (13:2)
 obtain (5:1)
 obtained (6:2)
 occasions (4:19)
 october (9:25) (9:28)
 off (18:12)
 office (13:12)
 officer (8:2) (20:7) (21:11)
 official (21:7) (21:9)
 officially (12:11)
 okay (9:16) (9:29) (11:10) (16:6) (17:22) (18:12)
 once (19:10)
 one (16:12) (16:14) (18:13)
 only (2:29) (5:3) (13:6) (16:21)
 operate (12:14) (12:19) (12:26) (15:16)
 operating (15:17)
 operation (8:6) (8:10)
 opinion (10:15) (10:16)
 opposed (2:30)
 opposition (3:1) (3:10) (3:18) (3:30) (4:16)
 order (12:24) (12:25) (13:31) (16:7) (16:10) (16:22) (18:1)
 ordinance (4:10)
 ordinances (12:11)
 orleans (1:1) (1:4) (1:26) (2:4) (2:9) (4:11) (12:11) (12:28) (12:32) (13:6) (13:10) (20:1) (21:1) (21:10)
 other (2:25) (3:1) (3:5) (4:11) (8:8) (8:14) (10:10)
 otherwise (21:23)
 our (2:23) (4:16) (5:10) (5:32) (10:17) (14:8) (14:11) (14:13) (18:2)
 ours (14:11)
 out (7:21) (13:30) (14:27) (14:32) (16:25) (16:26) (20:17)
 outcome (21:24)
 over (19:13)
 owed (2:25) (10:7)
 own (14:25) (16:4)
 owned (4:4)
 owner (4:5)
 owners (14:29)

P

page (20:4)
 paid (9:23) (10:3) (16:24)
 painting (18:23)
 paragraph (5:13) (5:25)
 parish (1:1) (20:1) (21:1) (21:10)

particular (11:11) (11:19) (12:20)
parties (6:6) (21:23)
party (9:3)
pauses (20:12)
pay (9:26) (9:27) (10:1) (10:2) (15:18)
permit (4:4) (6:2) (14:21) (15:32) (16:3)
permits (13:16) (14:23) (14:24) (14:30)
permit's (13:11)
person (8:2)
petition (2:24) (16:23) (16:25)
phase (12:7) (12:8) (12:9) (13:18) (15:3)
phrase (20:21)
phrases (20:17)
physical (13:26) (18:21)
pictures (14:22)
place (14:24) (16:13)
plaintiff (1:25) (15:30)
plaintiffs (12:1) (12:10) (13:11) (13:24) (15:5)
plaintiff's (12:4) (12:15)
plan (15:10) (15:11)
please (2:14) (12:23)
point (5:7) (13:17)
points (5:4)
portion (8:11) (13:16)
position (10:11) (10:13) (10:17)
potential (8:7) (8:11)
practices (3:24)
premise (6:17) (9:24)
premises (4:5) (4:13) (5:18) (5:19) (14:22)
prepare (17:1) (17:22)
prepared (21:15) (21:19)
present (3:12)
presented (15:11)
presiding (1:20)
principle (4:17) (9:19)
pro (1:28) (10:25)
procedure (11:12) (11:13)
proceeding (9:30) (20:15)
proceedings (1:17) (19:19) (20:11)
process (12:27)
proper (20:14)
property (4:8) (7:29) (8:6) (8:9) (8:11) (8:15) (8:21) (10:9) (12:19) (13:10) (13:19) (15:20) (16:16)
prove (3:26) (8:31) (11:25) (15:6)
provide (15:15)
provided (8:26)
provides (5:13) (5:26) (7:28) (8:15) (10:4)
provision (5:12) (6:5) (6:7) (7:5) (7:20) (7:27) (8:32) (9:6)
provisions (6:27) (8:14) (10:12)
prudent (10:19)
purchase (15:7)
purchased (8:23)
purchasing (18:28)
purporting (8:4)
purposes (11:13) (18:28)
put (4:30)

R

really (17:6)
reasonable (10:19) (14:17)
reasons (17:19)
reconvention (2:28)
reconventional (2:28) (2:31) (3:4) (3:15) (3:21) (3:30) (11:27) (18:1) (18:13)
record (2:14)
records (13:8)
red (16:12)
refer (18:20)
reference (20:20)
referred (16:10)
referring (14:19)
regard (2:23) (4:8) (6:14) (17:23)
regards (5:5) (6:7) (18:2)
reimburse (5:22)
related (21:22)
reliance (3:23)
relied (13:24) (13:32) (14:20) (15:14) (15:19)
rely (14:1)
relying (12:19) (15:27)
remedied (6:31)
remedy (16:20)
render (8:21) (8:22)
rent (2:25) (9:13) (9:16) (9:22) (9:26) (9:27) (10:1) (10:7) (18:3)
rents (9:14) (11:29)
repair (8:5) (8:10)
repaired (6:31)
repairing (18:23)
reported (1:31) (21:13)
reporter (21:8) (21:9)
reporter's (20:4) (20:15) (21:5)
reporting (21:14)
representations (7:31)
representative (8:3) (12:16) (13:4) (14:28)
representing (1:25) (1:29)
request (15:29)
requested (6:30)
require (3:25)
required (5:19) (10:1) (10:2) (21:20)
research (13:2) (13:18)

responded (15:9)
response (15:20) (15:27) (15:29)
responsibility (7:32)
retirement (14:9)
revenue (15:12)
reviewed (9:4)
right (11:10) (19:11)
riley (1:28) (2:10) (2:15) (2:16) (4:15) (4:17) (9:19) (10:22) (10:23) (10:29) (11:4) (11:9) (11:30) (12:22) (13:15) (17:12) (17:24) (17:29) (18:15) (18:19) (18:32)
robin (1:19)
rouge (1:6) (1:29) (2:5) (2:27) (2:29) (3:11) (3:12) (3:20) (3:25) (3:27) (3:28) (3:31) (4:2) (4:3) (4:15) (4:18) (5:3) (5:9) (5:29) (6:9) (6:17) (6:26) (6:28) (9:2) (9:17) (9:20) (10:10) (10:13) (10:14)
rpr (1:32) (20:6) (20:26) (21:28)
rule (1:16)
rules (21:21)

S

safety (13:11) (13:16)
said (7:2) (18:3)
sale (7:21)
same (5:24) (16:2) (20:14)
satisfied (8:31)
save (8:12)
savings (14:7) (14:14)
saw (15:29)
say (10:22) (12:21) (14:29) (18:7) (19:12)
saying (13:23)
scheduled (11:16)
second (2:26) (4:6)
see (3:29) (17:19)
seeking (2:24)
seen (4:25)
sell (5:17)
seller (10:18)
sellers (7:13) (7:19)
sending (15:28)
september (9:25)
serve (3:1)
serves (7:23)
serving (14:9)
several (4:18) (16:17) (18:14)
shall (5:14) (5:19) (5:22)
she (4:27) (4:28) (4:29) (5:12) (5:30) (5:32) (6:2) (6:8) (6:28) (6:29) (6:30) (7:2) (8:28) (9:21) (9:22) (9:24) (10:1)
she's (7:4) (16:22)
should (7:5) (10:20) (18:5)
shouldn't (11:27) (11:28)
show (11:17)
side (16:15)
sidewalk (18:24)
sign (9:21)
signed (4:19) (5:31) (6:29) (13:19) (19:10)
signing (16:18)
simplify (3:2)
sitting (13:30)
sold (8:15) (8:21) (12:31) (18:25)
some (6:20) (7:7) (12:2) (13:2)
someone (12:31)
something (17:18)
specifically (4:9) (6:8) (18:21)
spelling (20:22)
spoke (13:6)
spontaneous (20:10)
start (19:13)
state (1:2) (20:2) (20:7) (20:9) (21:2) (21:8) (21:11)
statute (21:20)
stenotype (21:14)
step (6:5)
stored (15:25)
submit (18:5)
submitted (3:11) (9:18) (13:5)
summary (1:15) (2:22) (3:13) (3:16) (3:19) (4:16) (5:8) (7:11) (7:13) (7:18) (9:9) (11:12) (11:28) (16:29) (17:16) (18:2)
supervision (21:16)
support (3:14) (5:4) (10:11) (10:13)
supported (6:22) (6:23)
supports (3:18) (9:10) (10:16)
suppose (11:16)
supreme (21:21)
sure (16:21) (18:4)
sworn (20:8)

T

take (15:17) (17:18) (18:22) (19:11)
taken (1:16) (12:31) (20:8) (21:12)
talk (9:13) (17:28)
talk (11:21) (11:24) (16:22) (18:21)
talk-overs (20:13)
tell (2:13) (11:26) (13:32)
temporary (6:1)
tenant (5:15) (5:16) (5:21) (5:22) (7:28) (8:18) (8:23)
terms (5:6) (11:31) (12:8) (13:23) (14:27)
testimony (20:8) (21:12) (21:13)
text (4:22) (8:27) (14:19) (14:25) (14:31)
than (12:30)
thank (2:18) (16:31)

tharpe (7:11)
that (2:29) (3:10) (3:11) (3:14) (3:26) (3:28) (3:30) (4:1) (4:3) (4:6) (4:9) (4:12) (4:16) (4:19) (4:27) (4:28) (4:29) (5:3) (5:7) (5:12) (5:13) (5:26) (5:30) (5:32) (6:4) (6:7) (6:9) (6:11) (6:17) (6:19) (6:21) (6:26) (6:28) (6:31) (7:1) (7:6) (7:7) (7:19) (7:20) (7:21) (7:22) (7:24) (7:25) (8:15) (8:22) (8:26) (8:28) (8:29) (8:30) (8:31) (9:4) (9:9) (9:10) (9:18) (9:21) (9:28) (9:32) (10:4) (10:6) (10:7) (10:10) (10:11) (10:16) (10:17) (10:19) (11:13) (11:16) (11:17) (11:18) (11:22) (11:32) (12:3) (12:6) (12:8) (12:9) (12:13) (12:15) (12:18) (12:23) (13:1) (13:3) (13:5) (13:17) (13:19) (13:21) (13:23) (13:28) (13:30) (13:32) (14:1) (14:4) (14:12) (14:17) (14:21) (14:23) (14:29) (14:31) (15:1) (15:2) (15:3) (15:9) (15:12) (15:14) (15:16) (15:18) (15:19) (15:20) (15:28) (15:30) (16:1) (16:14) (16:16) (16:24) (18:10) (18:12) (18:25) (18:26) (18:28) (18:31) (19:4) (19:6) (19:8) (19:9) (20:10) (20:13) (20:16) (20:19) (21:13) (21:18) (21:22) **that the** (12:9)
that's (3:7) (8:30) (11:1) (13:8) (16:2)
the (1:1) (1:6) (1:15) (1:16) (1:17) (1:19) (1:25) (1:29) (2:3) (2:5) (2:12) (2:14) (2:17) (2:23) (2:25) (2:26) (2:27) (2:28) (2:29) (2:30) (2:31) (3:1) (3:3) (3:4) (3:5) (3:6) (3:10) (3:11) (3:12) (3:14) (3:17) (3:18) (3:20) (3:24) (3:25) (3:27) (3:28) (3:29) (3:30) (4:1) (4:2) (4:3) (4:4) (4:5) (4:6) (4:8) (4:12) (4:14) (4:15) (4:17) (4:18) (4:19) (4:20) (4:24) (5:3) (5:5) (5:6) (5:9) (5:12) (5:13) (5:14) (5:16) (5:17) (5:18) (5:21) (5:25) (5:29) (5:30) (5:31) (6:4) (6:5) (6:6) (6:8) (6:9) (6:10) (6:14) (6:16) (6:17) (6:23) (6:25) (6:26) (6:27) (6:29) (7:4) (7:12) (7:13) (7:14) (7:17) (7:18) (7:21) (7:22) (7:23) (7:24) (7:27) (7:29) (7:32) (8:5) (8:6) (8:9) (8:11) (8:13) (8:14) (8:18) (8:19) (8:20) (8:24) (8:26) (8:27) (8:30) (8:31) (8:32) (9:2) (9:5) (9:12) (9:13) (9:16) (9:17) (9:19) (9:20) (9:23) (9:27) (9:29) (9:32) (10:2) (10:4) (10:9) (10:10) (10:11) (10:13) (10:14) (10:15) (10:16) (10:21) (10:27) (10:32) (11:6) (11:13) (11:17) (11:21) (11:23) (11:28) (11:29) (11:31) (12:1) (12:4) (12:5) (12:6) (12:7) (12:9) (12:12) (12:15) (12:22) (12:27) (13:5) (13:6) (13:8) (13:10) (13:11) (13:12) (13:13) (13:18) (13:19) (13:24) (13:26) (14:11) (14:16) (14:21) (14:22) (14:25) (14:27) (14:28) (14:29) (15:4) (15:8) (15:12) (15:13) (15:15) (15:17) (15:20) (15:22) (15:24) (15:27) (15:28) (15:30) (16:2) (16:5) (16:7) (16:9) (16:10) (16:13) (16:14) (16:15) (16:21) (16:23) (16:25) (16:27) (16:29) (16:32) (17:1) (17:5) (17:10) (17:14) (17:16) (17:23) (17:26) (17:32) (18:2) (18:6) (18:9) (18:13) (18:17) (18:22) (18:23) (18:24) (18:25) (18:26) (18:27) (18:30) (19:2) (19:5) (19:6) (19:7) (19:8) (19:10) (19:11) (19:16) (20:1) (20:7) (20:10) (20:14) (20:21) (21:8) (21:9) (21:11) (21:14) (21:17) (21:18) (21:21) (21:23) (21:24) **their** (14:23) (14:30) (15:1) (15:27) (15:29) (15:32) (16:3) **them** (4:25) (12:17) (13:32) (14:2) (14:24) (15:9) (15:11) (15:12) (15:14) (15:21) (16:20) (17:19) **then** (14:15) (14:27) **there** (6:13) (6:19) (6:26) (11:17) (13:28) (16:12) (16:15) (16:17) (16:24) **thereof** (8:7) (8:12) **these** (6:21) (7:8) **they** (6:9) (6:10) (12:12) (12:13) (12:18) (12:21) (13:1) (13:2) (13:30) (14:19) (14:23) (15:5) (15:18) (15:23) (16:11) (18:25) (18:28) (19:12) **they're** (18:21) **thing** (8:13) **things** (3:2) (6:31) **think** (3:9) (9:31) (11:8) (17:16) (19:6) (19:13) **third** (8:30) **this** (2:22) (4:21) (5:2) (5:7) (5:29) (6:5) (6:11) (6:22) (6:24) (6:27) (6:31) (7:10) (7:27) (8:15) (8:25) (8:28) (9:4) (9:6) (9:21) (11:7) (11:11) (11:19) (12:2) (12:6) (12:7) (12:8) (12:19) (12:23) (12:25) (12:30) (13:9) (13:21) (14:7) (14:8) (14:11) (14:12) (14:14) (14:18) (16:13) (16:18) (20:8) (20:11) (20:17) (21:12) (21:13) (21:24) **those** (2:32) (3:25) (9:18) (12:30) (13:21) (14:24) (14:31) (18:24) **thought** (20:13) **three** (9:26) **through** (8:12) (11:7) (20:20) **throw** (14:13) **time** (12:12) (12:21) **times** (19:8) **tint** (16:13) **today** (11:12) (15:9) (17:23) **told** (4:3) (4:28) (4:29) (8:28) (15:12) (19:7) **took** (18:24) **touch** (4:31) **tracy** (1:28) (2:16) (4:17) **trade** (3:24) **transcribed** (21:15) **transcript** (1:15) (20:18) (21:17) (21:18) (21:19) **transcription** (20:15) **transfer** (5:15) (15:31) **transferred** (15:31) **trial** (11:15) **true** (21:16) **try** (14:32) **twenty-eight** (14:10) **twenty-four** (14:9) **two** (2:21) (3:31) (6:27) **type** (6:20)

U

under (2:25) (3:24) (10:18) (21:15)

understand (2:32) (10:31) (11:5) (11:11) (12:22) (17:13) (18:31) **understanding** (11:18) (21:18) **understood** (14:31) **unfair** (3:24) **unfortunately** (10:14) **unrepresented** (9:3) **unsophisticated** (9:3) **until** (9:28) (14:25) (16:3) **use** (4:4) (4:20) (4:28) (5:30) (8:22) (12:22) (13:9) (13:22) (14:30) (16:3) (18:27) **used** (6:10) (14:24) (20:12) **useless** (8:21) **using** (14:21) **utility** (10:2)

V

value (8:6) (8:10) **vcv** (16:14) **verified** (20:20) **verify** (14:23) **versus** (1:5) (7:11) **very** (9:10) (9:31) (10:30) (11:2) (14:20) **vice** (8:24) **vieux** (4:10) (13:12) (13:14) (16:12) **view** (15:3) (16:2) **violates** (5:29) **violation** (12:5) (12:10) **violations** (4:11) (4:12) (6:16) (6:21) (7:9) (16:10) (16:11) (16:17)

W

waiver (7:23) **waives** (8:18) **want** (6:32) (11:3) (12:22) (14:30) (17:1) (19:3) (19:4) **wanted** (16:14) **warranties** (7:31) (8:16) **warranty** (7:24) (8:19) **was** (2:23) (2:26) (2:30) (3:11) (4:18) (4:19) (4:21) (4:28) (4:29) (5:31) (6:7) (6:13) (6:29) (6:30) (6:31) (7:15) (7:17) (7:18) (8:28) (9:2) (9:6) (9:24) (10:1) (10:7) (11:32) (12:8) (12:11) (12:18) (13:20) (14:7) (14:8) (14:17) (15:3) (15:16) (15:21) (15:26) (15:28) (15:30) (16:12) (16:14) (16:15) (16:16) (16:18) (16:24) (18:28) (20:8) (21:12) (21:13) (21:14) **wasn't** (9:27) (16:1) **water** (10:2) **way** (12:20) (13:28) **well** (11:31) (13:12) (17:15) (18:7) **we'll** (17:22) **were** (4:12) (6:4) (6:19) (6:26) (9:28) (10:3) (10:10) (12:10) (12:13) (12:17) (13:30) (16:11) (16:17) (16:18) **we're** (9:32) (10:4) (18:3) (18:10) **we've** (11:7) **what** (6:7) (10:22) (11:3) (11:19) (12:17) (13:23) (13:29) (14:27) (15:3) (19:6) **what's** (11:26) **whatsoever** (8:16) **when** (3:10) (6:30) (12:6) (15:5) (15:23) (17:17) (18:20) (19:14) **where** (7:20) (8:16) (9:2) (14:26) (16:19) (20:11) **whether** (8:17) (11:14) (11:24) (14:5) **which** (4:22) (5:1) (5:13) (8:8) (8:21) (10:3) (11:15) (15:10) (16:17) (20:19) **who** (4:32) **whole** (8:13) **whom** (20:8) (21:12) **why** (11:27) (16:18) **will** (3:29) (12:30) (19:12) **windows** (16:13) **wine** (5:17) **with** (2:23) (3:13) (4:7) (4:30) (4:31) (5:5) (5:14) (5:23) (5:27) (6:1) (6:6) (6:14) (7:30) (9:1) (9:23) (9:29) (11:17) (12:27) (13:6) (13:25) (13:26) (14:8) (15:15) (15:22) (17:23) (18:2) (18:22) (18:23) (18:25) (19:3) (20:21) (21:19) **withheld** (18:26) **within** (15:8) **without** (8:16) **witnesses** (12:16) **won't** (10:30) **words** (20:16) (20:19) **work** (14:32) **working** (14:26) **would** (3:14) (4:4) (4:20) (4:30) (4:32) (5:26) (8:23) (13:9) (13:21) (14:1) (14:15) (14:27) (15:13) (15:31) **wrong** (19:7) (19:8) (19:12) (19:15) **wrote** (15:4)

Y

yeah (16:28) **years** (14:10) **yes** (7:2) (14:25) (17:4) (18:18) (19:18) **you** (2:18) (3:10) (3:29) (5:7) (5:12) (6:32) (8:12) (8:31) (9:9) (10:25) (11:1) (11:2) (11:3) (11:14) (11:20) (12:1) (12:22) (12:26) (16:31) (17:1) (17:17) (17:18) (17:28) (18:7) (18:8) (18:20) (18:31) (19:3) (19:10) (19:14) (19:16) **your** (2:8) (2:11) (2:13) (2:21) (3:9) (4:14) (5:25) (6:11) (6:22) (7:4) (7:10) (7:12) (7:19) (8:25) (8:29) (9:1) (9:8) (9:17) (9:31) (10:8) (10:24) (11:1) (11:25) (12:3) (12:26) (13:4) (14:4) (14:5) (16:9) (17:9) (17:15) (17:30) (19:4) **you're** (11:25) (14:5)

• you've

you've

27

you've (11:2)