

Shreveport Bar Association

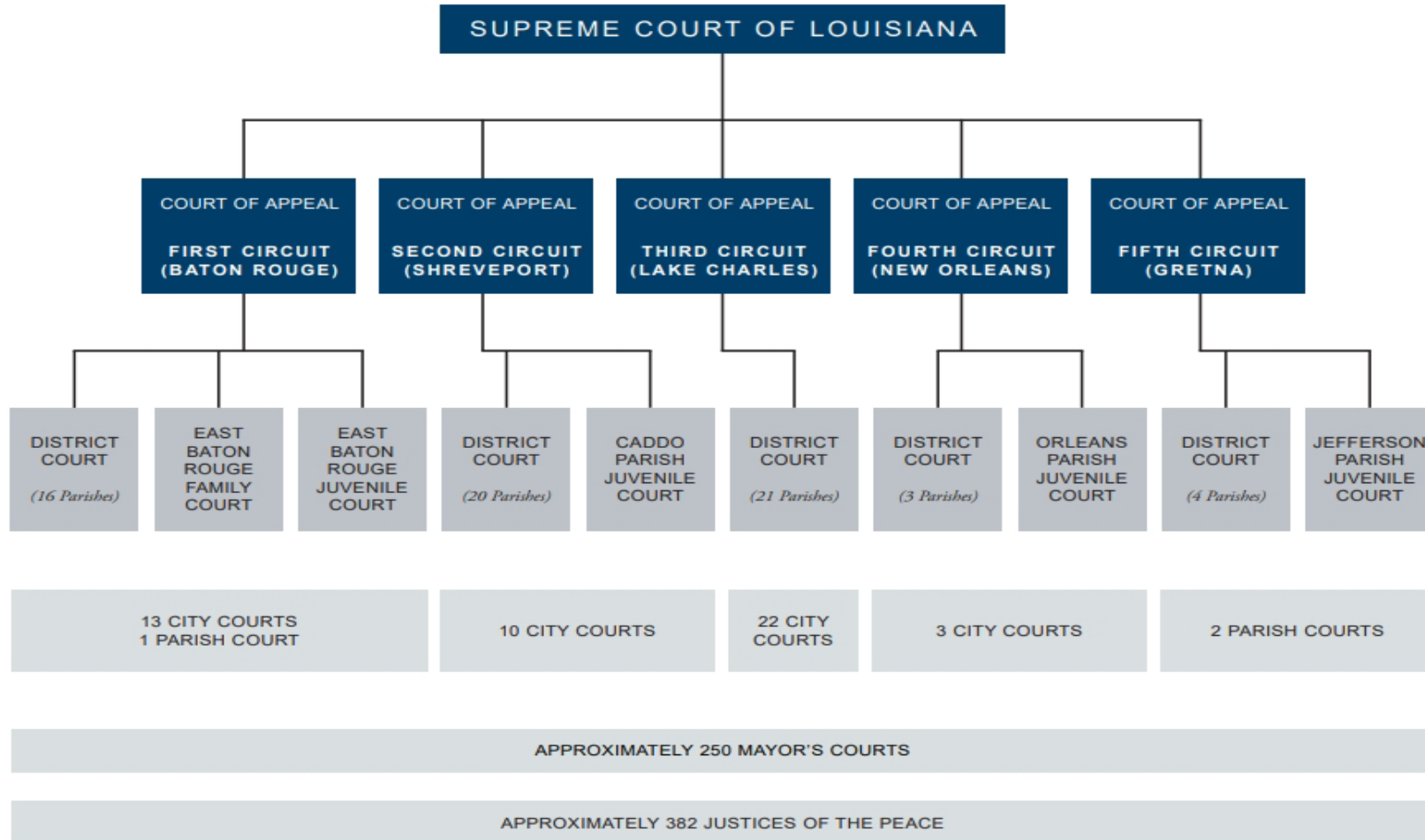
*Louisiana Supreme Court
and Second Circuit Update*

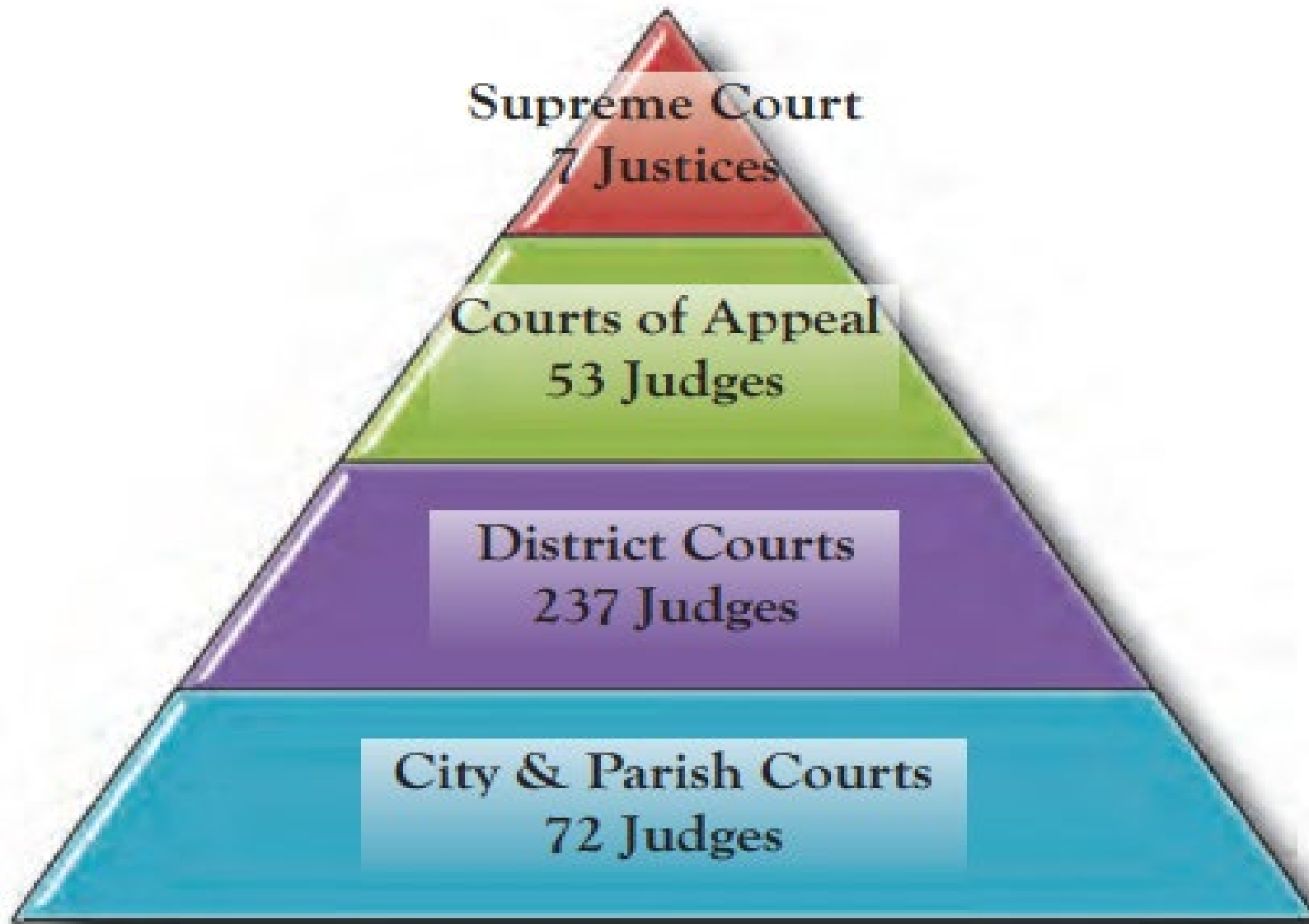
October 15, 2026

Justice Cade R. Cole, Associate Justice, Louisiana Supreme Court

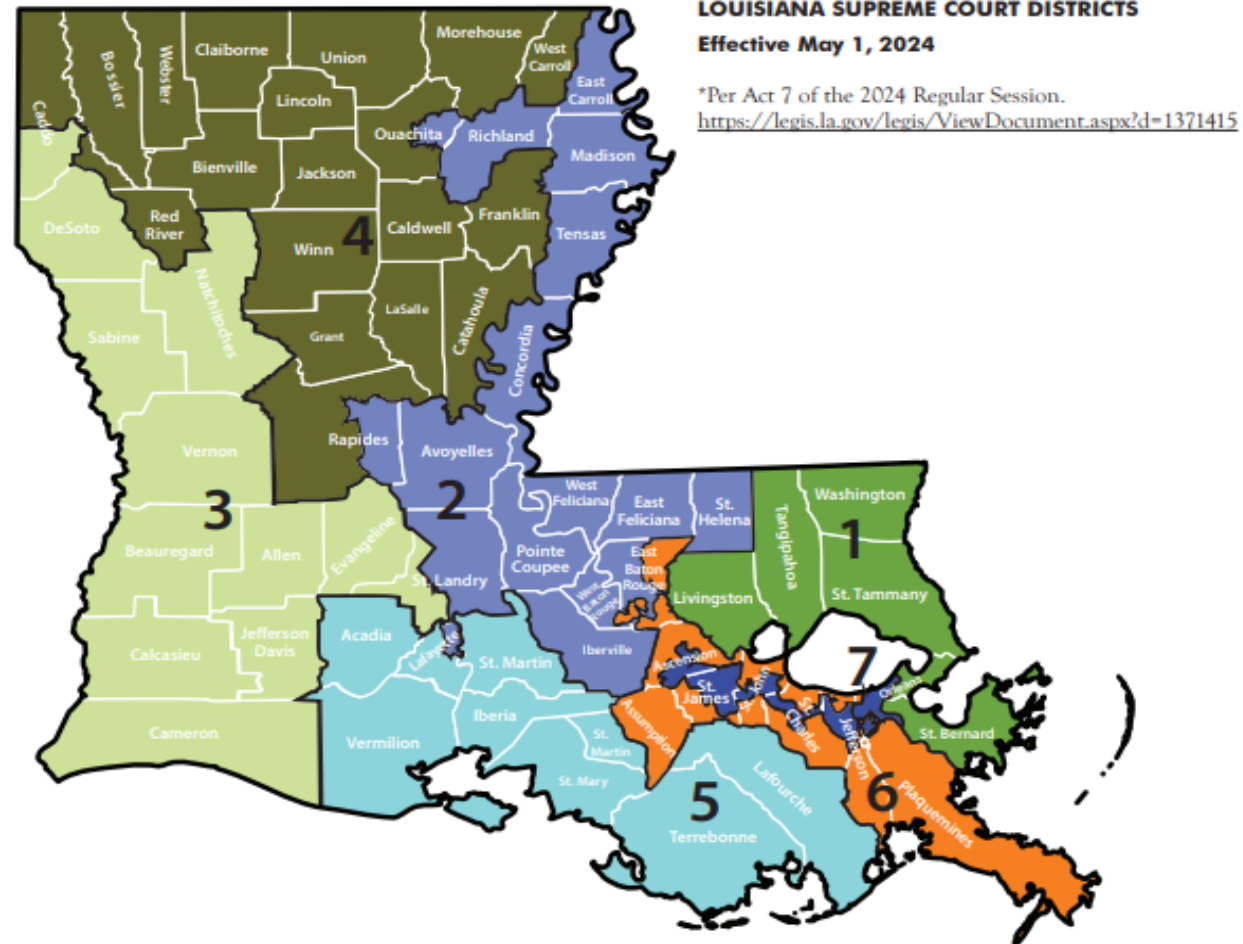
Judge Craig Marcotte, Second Circuit Court of Appeal

Louisiana Judicial Structure





Geographic Distribution



Supreme Court Jurisdiction

Constitutional Authority (La. Const. art. V, § 5)

Key Powers:

- Supervisory Jurisdiction over all lower courts
- Authority to establish procedural and administrative rules
- Direct appellate jurisdiction in constitutional cases
- Exclusive original jurisdiction of attorney and judicial disciplinary proceedings
- Plenary Power - "freewheeling" and "completely discretionary"

Scope of Review:

- Civil cases: Both law and facts
- Criminal matters: Questions of law only

Supreme Court Key Practice Tips

Essential tips:

- Be succinct in briefs and applications → You don't need to use all 25 pages.
- Don't wait until the last minute to e-file → This can lead to big problems.
- **Timing Trap:** Courts of Appeal do NOT consider rehearings from writ denials – so the 30-day deadline runs from Court of Appeal's writ denial, not rehearing denial
- **Priority Filing:** “If an application seeking priority review is not filed **within at least ten (10) days** following the court of appeal's disposition and the applicant fails to show good cause for the delay, the Court retains the discretion to summarily deny the request for priority review and/or impose other sanctions pursuant to La. Code Civ. Proc. art. 2164.”

Additional Practice Tips

- Supreme Court is not an error-correcting court
- Fewer than 10% of writ applications are granted
- Focus on issues of statewide importance – See Rule X
- Be succinct and precise in all filings
- Follow all procedural rules meticulously

Second Circuit Court of Appeal Case Updates

Windward Land, LLC v. Mann,
56,379 (La. App. 2 Cir. 10/29/25), 425 So. 3d 139, reh'g denied (Nov. 21, 2025),
writ granted, 25-01627 (La. 5/12/26), 432 So. 3d 747

- **Background:** This case involves a complicated dispute over ownership of approximately 38 acres in DeSoto Parish involving a partition action, petitory claims, succession issues, a prior 1996 judgment of possession, and competing claims to title. A particularly important issue was whether the 1996 judgment of possession could be treated as an **absolute nullity decades later**, thereby avoiding prescription.
- **Second Circuit Holding:** The court held that the 1996 judgment was not an absolute nullity, explaining that there are three avenues for altering the substance of a final judgment: (1) a timely motion for new trial; (2) a timely appeal; or (3) an action for nullity. Outside those avenues, a district court does not have jurisdiction to substantively alter a final judgment. The court also held that inheritance rights vest by operation of law and therefore are not subject to the public-records doctrine in the same manner as rights created by recorded instruments.
- **Note:** This case was docketed and argued before the Louisiana Supreme Court on 9/1/26. The Court's decision could alter the Second Circuit's treatment of La. R.S. 9:5630, the effect of a judgment of possession, or the distinction between an erroneous judgment and an absolutely null judgment.

Guide Co., LLC v. Madison Par. Hosp. Serv. Dist.,
56,469 (La. App. 2 Cir. 11/26/25), 425 So. 3d 426,
writ granted, 25-01630 (La. 5/12/26), 432 So. 3d 745

- **Background:** This dispute arose out of a consulting agreement between The Guide Company, and the Madison Parish Hospital Service District, under which Guide received \$6,000 per month, later increased to \$7,000, for consulting services allegedly provided by Sonny Paxton. After Madison terminated the agreement, Guide sued for \$28,000 in unpaid fees, and Madison reconvened seeking reimbursement of approximately \$300,620 previously paid under the agreement. Following a bench trial, the district court awarded Guide \$28,000 and dismissed Madison's reconventional demand.
- **Second Circuit Holding:** The Second Circuit reversed and rendered judgment, holding Guide failed to prove that the consulting agreement was a valid, enforceable contract and that the surrounding circumstances created a highly reasonable suspicion that the transaction was not an arm's-length bargain, triggering a presumption of simulation. The court concluded that the agreement had a predominantly unlawful cause and was an absolute nullity.
- **Note:** This case was docketed and argued before the Louisiana Supreme Court on 9/1/26. The Court's decision could affect the Second Circuit's treatment of simulation, unlawful cause and absolute nullity, and the evidentiary showing necessary to establish the validity and performance of a contract involving public funds.

State v. Smith,
56,209, 210, 211, 212-KA (La. App. 2 Cir. 4/16/25) 409 So. 3d 1114

- **Background:** Smith, who was 15 when he committed the offenses, was tried as an adult and convicted of second-degree murder, eight counts of attempted second-degree murder, and four counts of aggravated criminal damage to property arising from multiple shootings. The trial court allowed evidence of Smith's alleged gang affiliation to show motive and intent.
- **Second Circuit Holding:** The Second Circuit held that the district court lacked subject matter jurisdiction over the aggravated criminal damage to property charges because that offense was not among those for which juvenile court jurisdiction could be divested under La. Ch. C. art. 305(2), and vacated those convictions. The court affirmed the remaining convictions, finding no abuse of discretion in admitting evidence of Smith's gang affiliation because it was relevant to establish motive and intent.

State v. McCray,
56,866 (La. App. 2 Cir. 5/20/26), 434 So. 3d 1152

- **Background:** Defendant was convicted of simple arson after burglarizing his employer's auto shop and then intentionally setting the building on fire. On appeal, he argued the evidence was insufficient because he was charged under La. R.S. 14:52(A)(2), which applies when a fire starts during another felony "even though the offender does not have the intent to start a fire."
- **Second Circuit Holding:** The Second Circuit affirmed, holding that Louisiana's simple-arson statute encompasses both intentional and unintentional fire-starting. The fact that Defendant intentionally started the fire therefore did not make the evidence insufficient to support his simple-arson conviction.

Louisiana Supreme Court Case Updates

State v. Duncan, 25-1014 (La. 6/29/26), --- So. 3d ---

- **Background:** Applicant was convicted of first degree murder and sentenced to death. During post-conviction proceedings, the district court granted him relief on the basis of factual innocence and ineffective assistance of counsel. The Court granted the writ to examine the application of the new factual innocence provision, La. C.Cr.P. art. 926.2.
- **Holding:** In light of the exceptional circumstances here, the Court affirmed, finding Duncan carried his burden of proof under La. C.Cr.P. art. 926.2 and is entitled to relief under La. C.Cr.P. art. 930.3(8). The Court found that the applicant introduced “new, reliable, and noncumulative evidence that would be legally admissible at trial and that was not known or discoverable at or prior to trial,” and that falls within one of the enumerated categories identified in article 926.2(B)(1)(a). As such, the new article’s second step requires consideration of “all relevant evidence.”

The Court recognized that a non-DNA factual-innocence claim requires an “extraordinarily” high showing that “undermines the prosecution's entire case.” The evidence and testimony presented at the post-conviction hearing met this high standard.

In re: MMA Law Firm, PLLC
26-CQ-0161 (La. 6/29/26), --- So. 3d ---

Background: MMA Law Firm represented thousands of Louisiana hurricane-damage clients under contingency-fee contracts, but after its attorneys were suspended and the firm could no longer represent Louisiana clients, successor firms took over and settled many of the cases. MMA later sought fees and costs from the successor firms, which argued that MMA's alleged unethical or illegal conduct (including paid solicitation, improper fee sharing, and unauthorized practice of law) made its contingency-fee contracts unenforceable.

Holding: The LASC held that a contingency-fee contract obtained through unethical or illegal conduct is absolutely null, and the offending attorney cannot recover fees or costs under it. By contrast, if the contract was valid when formed but misconduct occurred later, the contract is not absolutely null; the attorney may still seek fees and costs under the operable fee-allocation framework, with the award reduced or even denied depending on the seriousness of the misconduct.

Vinton Harbor & Terminal District vs. Reunion Energy Company, et al.,
25-0971 (La. 5/28/26), --- So. 3d ---

- **Background:** Vinton Harbor asserted claims for property damages allegedly caused by historical oil and gas exploration activities on its property. Vinton Harbor named multiple defendants, including Honeywell International and Texas Pacific Oil Company—successors-in-interest to entities that held the mineral lease at various times. It was undisputed that Honeywell had released or assigned away all lease interests before Vinton Harbor acquired any property. As to Texas Pacific, there was an 87-day “overlap period” during which it held the lease simultaneously with Vinton Harbor’s ownership of one tract. Honeywell and Texas Pacific raised peremptory exceptions of no right of action based on the subsequent purchaser rule.
- **Holding:** The Court extended the *Eagle Pipe* subsequent purchaser rule to mineral lease cases (resolving an issue left open in *Eagle Pipe*), holding that the fact that a mineral lease is classified for certain purposes as a “real right” does not change the conclusion reached in *Eagle Pipe*. When a real right like a mineral lease is involved, the **right to sue** for property damage is still a personal right that remains with the prior owner absent an assignment. The Court recognized that Vinton Harbor had a limited right of action to assert certain claims from the 87 day overlap period.

The Court also held that, at least when a mineral lease terminates, the subsequent surface owner may enforce end-of-lease remediation duties under the prudent operator standard of Article 122.

***Spears v. Hall*, 25-1095 (La. 3/6/26), 429 So. 3d 291**

- **Background:** In 2005, attorneys Spears and Hall verbally agreed to jointly represent the Port of Orleans on a contingency fee basis for Hurricane Katrina insurance claims. The Port insisted on an hourly fee arrangement, and Spears declined to participate. Hall accepted and began work. Over a year later, the Port entered into a contingency arrangement with Hall and another attorney. Spears sued Hall for half of the ultimate fee earned.
- **Holding:** Finding for Hall, the Court held that the Rules of Professional Conduct apply to co-counsel relationships formed to provide legal services. Here, no joint venture existed because the parties' initial venture terminated when the Port refused contingency and offered only hourly retention, which Spears rejected.

Rule 1.5(e) is a threshold requirement for fee division among lawyers in different firms. Absent the client's **written agreement** to representation by all lawyers, written disclosure of each share, and meaningful services by each lawyer, fee splitting is barred.

The Court expressly stated that any cases upholding agreements that do not comply with Rule 1.5, including oral agreements between attorneys of different firms for joint representation without client written agreement, are overruled.

Succession of Laurie Maria Brocato, 25-367 (La. 3/6/26), 428 So. 3d 201

- **Background:** Court granted the writ to consider whether a document written in a bound composition notebook, which bears multiple dates and was signed by the testator at the top of the second of four written pages, meets the form requirements for an olographic testament under recent amendments to La. C.C. art. 1575.
- **Holding:** According to La. C.C. art. 1575(A), the only form requirement for an olographic testament is that it be entirely written, dated, and signed in the handwriting of the testator. The proponent of the olographic testament bears the burden of proving that the testament meets this form requirement by producing the testimony of two credible witnesses that the testament was entirely written, dated, and signed in the testator's handwriting.

Here, decedent's surviving spouse met her burden of proof. The fact that the testament contains three consecutive dates on four bound notebook pages, indicating that the testament was written over the course of three days, did not invalidate the will. Article 1575 does not require an olographic testament be written in its entirety on the same date.

Additionally, she is identified by full name and date of birth, she signed the testament on one of the pages, and she has several continued references to her "last will," evidencing an intent to adopt the entire document as her testament.

***Plaquemines Port v. Tuan Nguyen*, 25-0827 (La. 3/6/26), 429 So. 3d 210**

- **Background:** Public port district filed petition for expropriation, seeking to expropriate property owner's vacant, immovable property for purposes of port expansion project involving facilities for liquefied natural gas processing, storage, and export by private company.
- **Holding:** The expropriation was not for a “public purpose” as required by the State. To meet the constitutional definition of public purpose, dedicated *use as a public port* is essential. La. Const. article I, section 4(B)(2)(b)(vi). It is undisputed that Plaquemines Port's expropriation of Nguyen's property is for the sole purpose of leasing it to a private company to facilitate transportation of the private company's own goods. The plain language of the constitution restricts a public purpose to the public port authority's ownership of property dedicated to specified *uses*, including *public ports*. Applying these principles, Plaquemines Port is not seeking ownership of the property for dedicated *use as a public port*. Instead, this is a taking by a public port authority for its lessee to use as a private port.

The fact that Plaquemines Port will own the property and benefit from the lease contract is immaterial. Article I, section 4(B)(3) specifically provides that “[n]either economic development, enhancement of tax revenue, or any incidental benefit to the public shall be considered in determining whether the taking or damaging of property is for a public purpose.”

First Pay, Inc. v. Dukes,
24-C-1565 (La. 10/24/25), 421 So. 3d 942

Background: First Pay's successor sought to garnish wages allegedly owed to judgment debtor Dukes by Quantix, which failed to timely answer the garnishment interrogatories and had a judgment pro confesso entered against it for the debt. Although Quantix had provided the creditor sworn answers before the hearing establishing that it had never employed Dukes or owed him anything, that information was not disclosed to the trial court. The trial court vacated the judgment, but the First Circuit reversed and reinstated it.

Holding: The LASC reversed, holding that although La. R.S. 13:3923 is clear on its face, applying it to prohibit reopening the judgment under these circumstances would produce an absurd result, permitting a creditor to recover from a garnishee that may never have possessed the debtor's property or owed him anything. The Court therefore reinstated the trial court's order vacating the judgment and allowed Quantix the opportunity to prove it was never Dukes's employer or debtor.

Note: 2026 Louisiana Act No. 268 amended La. C.C.P. arts. 2412 and 2413 to address judgments against garnishees who fail to answer or appear. Under new Art. 2413(B)(2)–(4), a garnishee against whom judgment is entered for failure to appear has 30 days after service of the judgment to move for a new trial. The motion must include an affidavit, and the garnishee bears the burden of proving that it did not possess the debtor's property or owe the debtor (or has satisfied the judgment to the extent it did).

Van Buren v. Kansas City Southern Railway Company,
24-1564 (La. 10/24/25), 421 So. 3d 910

Background: Plaintiff was a railroad employee who sued Kansas City Southern under the Federal Employers' Liability Act (FELA) after allegedly injuring his back and spine when poorly maintained ballast gave way beneath him while repairing a railcar. The lower courts dismissed the suit on summary judgment, finding that federal ballast regulations issued under the Federal Railroad Safety Act (FRSA) precluded his FELA negligence claim.

Holding: The Louisiana Supreme Court reversed, holding that the FRSA does not preclude FELA claims because the two federal statutes are complementary: the FRSA establishes minimum railroad-safety standards, while FELA provides railroad employees a remedy for employer negligence. *Pom Wonderful LLC v. Coca-Cola Co.*, 573 U.S. (2014). The Court also found sufficient evidence in this case, including employee complaints about the ballast and walking conditions, to create a genuine issue of material fact as to KCS's negligence, and remanded the case for further proceedings.

State v. Craig,
25-0024 (La. 10/24/25), 421 So. 3d 952

Background: Defendant, who was sentenced to death for a murder committed as a juvenile and later resentenced to life without parole, was granted parole eligibility by a trial court after a *Miller/Montgomery* hearing. The court of appeal dismissed the State's attempt to appeal that ruling for lack of jurisdiction.

Holding: The LASC reversed, holding that the State does have a right to appeal a trial court's retroactive parole-eligibility determination and resulting resentencing of a juvenile homicide offender, and remanded for the court of appeal to consider the merits. *Crc concurrence*

Cole, J., concurred, emphasizing that the U.S. Supreme Court does not require a finding that a juvenile is "permanently incorrigible" before life without parole may be imposed, so the trial court erred by making incorrigibility the focus of its decision. He also argued that, in an Article 878.1 resentencing, the court should give "paramount consideration to the information considered by the trier of fact when the original sentence was rendered," and noted that in this case the original jury had already considered Craig's youth and mitigating circumstances before unanimously imposing death.

Note: 2026 Louisiana Act No. 585, effective August 1, 2026, amended La. C.Cr.P. art. 878.1, now provides: "A reviewing court shall give paramount consideration to the information considered by the trier of fact that rendered the original sentence." Additionally, where the original court considered but rejected youth as mitigation, the reviewing court may not substitute its judgment for the original factfinder's judgment unless there was a clear abuse of discretion.

Orgeron v. Orgeron,
24-067 (La. 6/27/25), 413 So. 3d 390

- **Background / Holding:** Ed Orgeron's LSU contract contained a termination-without-cause provision entitling him to liquidated damages. After the couple divorced, Kelly Orgeron sought a share of the roughly \$17 million paid to Ed when LSU terminated his employment, arguing that the right to those payments was community property because the contractual provision became effective while the community still existed.

The LASC held that the binding term sheet and employment agreement created a community asset, reasoning that the termination provision was a valuable “security blanket” or “golden parachute” benefiting both spouses during the marriage, rather than merely future wages. Accordingly, Kelly Orgeron was entitled to half of the net liquidated damages.

- **Dissent:** Justice McCallum and Justice Cole argued that the liquidated damages were fundamentally a replacement for Orgeron's future wages, not an asset acquired during the community. Because the right to the payments arose upon his post-divorce termination and compensated him for wages he otherwise would have earned after the community ended, this dissent would have classified the entire amount as Orgeron's separate property and affirmed the lower courts.

***Orgeron v. Orgeron*,**
24-067 (La. 6/27/25), 413 So. 3d 390

- **Note:** The Legislature expressly overruled *Orgeron* in 2026 Act No. 405, enacting La. R.S. 9:2801.3, effective August 1, 2026. The new law provides that compensation for work not yet performed when the community terminates is separate property, even if the employment contract was entered into during the marriage. This includes future wages and amounts later received as severance or liquidated damages based on those future earnings.

State v. Bracken,
24-0375 (La. 6/27/25), 413 So. 3d 429

- **Background:** Defendant was convicted of second-degree murder and attempted second-degree murder after a jury that appeared deadlocked received supplemental instructions from the trial judge encouraging continued deliberation. The jury subsequently returned unanimous guilty verdicts. The court of appeal reversed and ordered a new trial, finding that the supplemental instruction constituted an impermissibly coercive *Allen* charge.
- **Holding:** The LASC reversed, abrogating prior jurisprudence and holding that *Allen* charges are no longer categorically prohibited in Louisiana. Instead, courts must determine whether the charge was coercive under the “totality of the circumstances.” Applying that standard, the Court found Bracken’s charge non-coercive because the judge expressly permitted a hung jury and did not pressure minority jurors to adopt the majority’s position.

Cambell v. Orient-Express Hotels, La., Inc.,
24-C-0840 (La. 3/21/25), 403 So. 3d 573

- **Background:** Patron was the victim of an armed robbery in the driveway of a hotel. He sued the hotel, as an innkeeper or property owner, and related entities for negligence and strict liability, seeking damages for injuries he sustained.
- **Holding:** Reinstated the trial court's grant of the hotel's motion for summary judgment, holding that an innkeeper has a duty to take reasonable precautions to protect its guests from criminal acts of third parties and, in this case, the hotel owed the patron a duty to take reasonable precautions to protect him from criminal acts of third parties. However, in this case, the scope of the hotel's duty to protect the patron from criminal acts of third parties did not encompass the risk of the particular harm and injury he sustained, which were unforeseeable. The Court stated that "there must be some element of foreseeability for a third party's criminal act to fall within the scope of a business' duty to protect its guests and to impose liability. Where there is no foreseeability, there is no liability."

In conducting the duty/risk analysis in a negligence case, a court should **first** address the legal question of whether the defendant owes a duty and, **if a duty is found**, the court should then consider whether, under the facts and circumstances of a case, the scope of the duty encompassed the risk of the harm that occurred.

Cambell v. Orient-Express Hotels, La., Inc.,
24-C-0840 (La. 3/21/25), 403 So. 3d 573

Thomas C. Galligan, *In Praise of the Louisiana Supreme Court: An Ode to Clarity and Consistency in Louisiana Negligence Cases*, 72 Loyola L. Rev. 1 (Fall 2025):

[A]fter the decision and opinion in *Campbell*, which builds on several prior decisions and concurrences, negligence analysis in Louisiana has never been clearer, as transparent, or as sensible.

After *Campbell*, lawyers **should not** argue, and courts should not decide that a defendant does not owe a duty under the facts before the court. Duty is a broad categorical decision which does not depend upon the particular facts before the court. A fact-specific risk may not be within the scope of a defendant's duty, but factual specificity is irrelevant to whether the defendant has or does not have a duty to exercise reasonable care. After *Campbell*, lawyers and judges need to clean out their word processors and delete draft briefs and opinions that do not apply the *Campbell* approach to analyzing duty and scope of duty. Further, they must watch out for artificial intelligence incorporating pre-*Campbell* language on the same subject.

Second Circuit Case Updates II

City of Shreveport v. CDM Smith Inc.,
56,567 (La. App. 2 Cir. 11/19/25), 426 So. 3d 186,
writ denied, 25-01608 (La. 3/18/26), 427 So. 3d 1247

- **Background:** The City of Shreveport sued over allegedly defective engineering work on its wastewater system, including work performed by Black & Veatch (“B&V”) under a subcontract with the City’s engineering contractor, BKI. Although the City had no direct contract with B&V—and the subcontract expressly disclaimed third-party beneficiaries—the City argued that it was a beneficiary of the BKI-B&V subcontract.
- **Second Circuit Holding:** The Second Circuit held that the City was a third-party beneficiary, looking to the substance of the entire subcontract rather than simply the provision disclaiming third-party-beneficiary status. The court also held that the City’s claims against B&V were governed by La. R.S. 9:5607’s five-year period for claims against professional engineers, rather than the ordinary one-year period for delictual actions, regardless of whether the claim sounded in contract or tort, making the City’s claims timely.

Pumphrey v. Dedicated Nursing Assocs., LLC,
56,585 (La. App. 2 Cir. 5/27/26), 435 So. 3d 942

- **Background:** The Pumphreys sold a nursing-staffing business, with \$500,000 of the purchase price represented by a promissory note payable in 16 quarterly installments. After all payments were made, the Pumphreys sued the buyer for late fees. The trial court granted summary judgment for the buyer, finding the payments timely and, alternatively, that the Pumphreys' acceptance of the payments barred recovery under equitable estoppel.
- **Second Circuit Holding:** In a 3–2 decision, the Second Circuit reversed, finding that the note's payment provisions were ambiguous and that summary judgment was therefore inappropriate. The court also found a factual issue concerning equitable estoppel/forbearance, because the sellers had accepted the payments but repeatedly complained about late payments and once specifically demanded the late fee.

Washington v. Am. Nat'l Gen. Ins. Co.,
56,888 (La. App. 2 Cir. 6/24/26), --- So. 3d ---

- **Background:** Daphne Washington was injured when she fell from a horse during a supervised trail ride. Defendants sought summary judgment under Louisiana's statute limiting liability for injuries resulting from the inherent risks of equine activities. The central factual dispute was whether the horse simply stumbled or stepped into a hidden hole or molehill on the property, which would bring the claim into an exception to the limitation on liability. The trial court granted summary judgment.
- **Second Circuit Holding:** The Second Circuit reversed summary judgment, finding conflicting evidence about whether the horse merely stumbled or stepped into a hole, creating a genuine issue of material fact concerning whether there was a dangerous latent condition. The trial court had effectively resolved that factual dispute in favor of the defendants, which was improper at the summary judgment stage.

Bennett v. State Farm Ins.,
56,890 (La. App. 2 Cir. 5/20/26), 435 So. 3d 911
56,888 (La. App. 2 Cir. 6/24/26), _--- So. 3d ---

- **Background:** Bennett sought coverage for water damage caused by frozen pipes, but State Farm denied the claim under a policy exclusion applicable unless the insured used reasonable care to maintain heat or shut off and drain the water system. Bennett argued that he reasonably relied on signs and representations indicating that the property had already been winterized. The trial court granted summary judgment for State Farm, finding Bennett had not used reasonable care because he did not verify that the property had been properly winterized.
- **Second Circuit Holding:** The Second Circuit reversed summary judgment, finding a factual issue as to whether Bennett exercised reasonable care by relying upon representations that the property had been winterized. The court also held Bennett personally had no right of action, but that substitution of the proper LLC rendered the exceptions directed at the incorrectly named LLC moot.

Gibsland Bank & Tr. Co. v. Sec. Title Guarantee Corp. of Baltimore, 56,594 (La. App. 2 Cir. 1/21/26), 428 So. 3d 305, *reh'g denied* (Feb. 19, 2026), *writ denied*, 26-00370 (La. 6/16/26), 433 So. 3d 1044, and *writ denied*, 26-00377 (La. 6/16/26), 433 So. 3d 551.

- **Background:** Gibsland Bank obtained title insurance on a loan secured by immovable property guaranteeing that its mortgage would have first priority, but a preexisting mortgage had been recorded first and had priority over the bank's mortgage. The trial court found that the title insurer breached the policy and awarded damages, penalties, and attorney fees.
- **Second Circuit Holding:** The Second Circuit affirmed on coverage, breach, and the bad-faith finding, but reversed significant portions of the damages because the bank failed to reasonably mitigate its losses after learning of the competing mortgage and because certain attorney fees were expressly excluded by the policy. It also reduced the statutory attorney-fee award to \$40,000, finding the original award disproportionate to the result obtained.

State v. Travis June,
56,964-KA (La. App. 2 Cir. 8/26/26), --- So. 3d ---

- **Background:** Defendant was charged with molestation of a juvenile under 13. After the jury returned a responsive verdict using an erroneous verdict form that omitted the victim's age, the trial court rejected the verdict and gave the jury a corrected form. The jury then found June guilty of attempted molestation of a juvenile under 13.
- **Second Circuit Holding:** The Second Circuit held that double jeopardy had not attached because the first verdict was neither accepted nor recorded by the trial court. It also found no *Apprendi* violation because the victim's age and enhanced penalty provision were included in the charging document and jury instructions and the victim's age was proven beyond a reasonable doubt; therefore, the verdict was valid and the enhanced penalty applied.

State v. Causey,
56,822 (La. App. 2 Cir. 8/26/26), 2026 WL 2507650

- **Background:** Defendant was convicted of manslaughter after fatally stabbing a coworker and claimed self-defense. The trial court denied his motion to introduce evidence of the victim's criminal history, character, and prior conduct, finding insufficient evidence that the victim made a hostile demonstration or overt act at the time of the stabbing.
- **Second Circuit Holding:** The Second Circuit affirmed, holding that Defendant failed to establish the required hostile demonstration or overt act by the victim at the time of the incident. Defendant's testimony was contradicted by other evidence, including witnesses who said the unarmed victim walked away and surveillance video showing the victim running from Defendant before the stabbing.

State v. White,
56,892 (La. App. 2 Cir. 8/26/26), 2026 WL 2507667

- **Background:** Defendant was convicted of two counts of second-degree murder and one count of attempted second-degree murder after electing to represent himself with standby counsel. On appeal, he argued that his history of mental illness and lack of access to prescribed psychiatric medications rendered his waiver of counsel invalid.
- **Second Circuit Holding:** The Second Circuit affirmed, finding no abuse of discretion in allowing Defendant to waive counsel and represent himself. The trial court had the benefit of competency evaluations finding Defendant capable of understanding the proceedings and assisting in his defense, as well as a colloquy addressing his mental health, medications, and the risks of self-representation. His later difficulties at trial did not establish that his earlier waiver was not knowing, intelligent, and voluntary.

State v. Rodrick Hicks,
56,967-KA (La. App. 2 Cir. 7/15/26), --- So. 3d ---

- **Background:** Defendant was tried for possession of a firearm by a convicted felon. He failed to return to court after a lunch recess. The trial court found that he voluntarily absented himself, continued the trial under La.C.Cr. P. art. 832, and found that his absence waived his right to a colloquy concerning whether he wished to testify; the jury convicted him.
- **Second Circuit Holding:** The Second Circuit affirmed, holding that a defendant who voluntarily absents himself after trial has commenced cannot prevent the trial from proceeding when counsel remains present. By voluntarily leaving and failing to return, Hicks waived both his right to be present and his right to testify, and the trial court did not abuse its discretion in continuing the trial.