Judgment rendered August 26, 2026.
Application for rehearing may be filed
within the delay allowed by Art. 2166,
La. C.C.P.

No. 57,057-CA

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

* * * * *

KEIAH P. ELLIS — Plaintiff-Appellant

versus

CARTER CREDIT UNION, AND BOSSIER FEDERAL CREDIT UNION — Defendants-Appellees

* * * * *

Appealed from the
First Judicial District Court for the
Parish of Caddo, Louisiana
Trial Court No. 659,836

Honorable Michael A. Pitman, Judge

* * * * *

KEIAH P. ELLIS — In Proper Person, Appellant

MAYER, SMITH & ROBERTS, LLP
By: Frank Knox Carroll
Gemma Zuniga Valenzuela
— Counsel for Appellees, Carter Credit Union and Bossier Federal Credit Union

* * * * *

Before STONE, HUNTER, and MARCOTTE, JJ.

HUNTER, J.

Plaintiff, Keiah P. Ellis, appeals a district court judgment sustaining an exception of res judicata filed by defendants, Carter Credit Union and Bossier Federal Credit Union, and dismissing her claims with prejudice. For the following reasons, we affirm.

FACTS

On July 31, 2023, plaintiff, Keiah P. Ellis, executed four "Due on Demand Promissory Notes" and made them payable to herself. The purported promissory notes were in the amount of $500 million each, totaling $2 billion. On November 27, 2023, plaintiff utilized the services of "licensed process servers" to deliver two of the purported promissory notes to financial officers at Bossier Federal Credit Union. The following day, November 28, 2023, the other two notes were delivered to Carter Credit Union. Plaintiff directed both financial institutions to deposit the total amount of the notes into her personal accounts. Plaintiff included a certified copy of her birth certificate, asserted that the purported promissory notes were supported by her birth certificate, and the credit unions were required to extend credit to her at her demand. Additionally, plaintiff asserted that the failure to honor the instruments constituted a violation of her constitutional rights, and she threatened legal action if they did not comply with her requests. Plaintiff also requested that the credit union return her documents, *i.e.*, the purported promissory notes and her birth certificate, if there were any issues with her requests. The credit unions declined to honor the purported instruments, refused to extend the $2 billion credit to plaintiff, and did not return the documents.

On March 11, 2024, plaintiff filed two pro se "breach of contract" lawsuits in federal court. In one lawsuit, she named Diane Ward, in her capacity as "Chief Financial Officer" of Bossier Parish Credit Union, as the defendant. In the other lawsuit, plaintiff named as defendants Crystal Lewis and Angelique Coats, in their capacities as "Chief Financial Officer" and representative of the "Legal Department" of Carter Credit Union. The defendants filed motions for summary judgment, and the federal district court granted the motions in both lawsuits and dismissed plaintiff's claims with prejudice. *See*, *Ellis v. Lewis*, 2025 WL 449814 (W.D. La. Feb. 10, 2025) and *Ellis v. Ward*, 2025 WL 449815 (W.D. La. Feb. 10, 2025). The federal court concluded that there was no evidence the credit unions' employees and officers owed a personal duty to the plaintiff or that they were required to honor her purported promissory notes. Plaintiff did not appeal the judgment.

On September 26, 2025, plaintiff filed the instant pro se "Petition for Damages (Conversion of Negotiable Instruments)" in state court, naming Carter Credit Union and Bossier Federal Credit Union as defendants. Plaintiff alleged that defendants "accepted and retained possession" of the promissory notes, unlawfully failed to honor the instruments, and wrongfully refused to return them to her. Plaintiff sought damages for conversion, alleging she was owed two billion dollars, plus judicial interest and court costs.

Shortly thereafter, on October 22, 2025, before the defendants filed any responsive pleadings, plaintiff filed a motion for summary judgment, asserted she is entitled to the "face value" of the purported notes ($2 billion), plus $75,000 in damages for conversion, $352,232,876.70 in judicial interest, $150,000 in punitive damages, in addition to costs and fees.

In response, on November 6, 2025, defendants filed a peremptory exception of res judicata, arguing that the claims in the instant proceedings arose from the same operative facts and underlying transactions as the federal lawsuits. Plaintiff opposed the motions, arguing the defendants named in the federal lawsuit were employees of the credit unions, and not the credit unions themselves; therefore, defendants did not meet the requirements for an exception of res judicata.

Following a hearing, the district court sustained the exception of res judicata and dismissed plaintiff's claims. The district court found that the judgments of the federal court were valid, plaintiff did not appeal the judgments, and the judgments were final. The court also found that the credit unions' interests were adequately represented by the employees named in the federal lawsuits, the cause of action asserted in the state court proceedings existed at the time of the final judgment in the federal case, and the causes of action in both cases arose out of the transaction or occurrence.

Plaintiff appeals.

DISCUSSION

Plaintiff contends the district court erred in sustaining the exception of res judicata. She argues that defendants failed to prove the required elements of preclusion, identities of the parties, and identities of cause. She asserts that the credit unions and their employees are distinct juridical persons, she sued the employees in federal court, and she sued the individual credit unions in the instant lawsuit. According to plaintiff, agency is not automatic party identity, and employment is not automatic privity.

The res judicata effect of a prior judgment is a question of law that is reviewed de novo. *Crowley v. Rojas*, 56,647 (La. App. 2 Cir. 12/17/25), 427 So. 3d 342; *B.A. Kelly Land Co., LLC v. Aethon United BR LP*, 54,115 (La. App. 2 Cir. 9/22/21), 327 So. 3d 1071, *writ denied*, 21-01828 (La. 2/8/22), 332 So. 3d 671. The doctrine of res judicata precludes the relitigation of all causes of action arising out of the same transaction and occurrence that were the subject matter of a prior litigation between the same parties. *Oliver v. Orleans Par. Sch. Bd.*, 14-0329 (La. 10/31/14), 156 So. 3d 596, *cert. denied*, 575 U.S. 1009, 135 S. Ct. 2315, 191 L. Ed. 2d 979 (2015).

Louisiana's res judicata statute, La. R.S. 13:4231, provides:

> Except as otherwise provided by law, a valid and final judgment is conclusive between the same parties, except on appeal or other direct review, to the following extent:
>
> (1) If the judgment is in favor of the plaintiff, all causes of action existing at the time of final judgment arising out of the transaction or occurrence that is the subject matter of the litigation are extinguished and merged in the judgment.
>
> (2) If the judgment is in favor of the defendant, all causes of action existing at the time of final judgment arising out of the transaction or occurrence that is the subject matter of the litigation are extinguished and the judgment bars a subsequent action on those causes of action.
>
> (3) A judgment in favor of either the plaintiff or the defendant is conclusive, in any subsequent action between them, with respect to any issue actually litigated and determined if its determination was essential to that judgment.

The Louisiana Supreme Court has established the following elements for finding that a second action is precluded by res judicata: (1) the judgment is valid; (2) the judgment is final; (3) the parties are the same; (4) the cause or causes of action asserted in the second suit existed at the time of final judgment in the first litigation; and (5) the cause or causes of action asserted in the second suit arose out of the transaction or occurrence that was the subject matter of the first litigation. *Chevron U.S.A., Inc. v. State*, 07-2469 (La. 9/8/08), 993 So. 2d 187; *Burguieres v. Pollingue*, 02-1385 (La. 2/25/03), 843 So. 2d 1049.

Regarding the first two requirements, a valid judgment is one rendered by a court with jurisdiction over both the subject matter and the parties after proper notice was given, and a final judgment is one that disposes of the merits in whole or in part. *Oliver v. Orleans Par. Sch. Bd.*, *supra*; *Glob. Mktg. Sols., L.L.C. v. Chevron U.S.A. Inc.*, 18-1765 (La. App. 1 Cir. 9/27/19), 286 So. 3d 1054, *writ denied*, 19-01886 (La. 2/10/20), 347 So. 3d 741.

We note that the February 10, 2025, judgments of the federal district court disposed of all of plaintiff's claims, dismissing plaintiff's claims against defendants, with prejudice. The judgments were rendered after notice to the parties, disposed of the merits of the lawsuits, and were not appealed. Moreover, it is undisputed by the parties that the underlying judgments, upon which defendants' res judicata exceptions are based, are valid and final judgments. Thus, the first element of issue preclusion is satisfied herein.

The next requirement for of res judicata under the statute is identity of the parties. When La. R.S. 13:4231 speaks of "the same parties" in applying res judicata to a cause of action, it does not necessarily mean that the parties in the first suit have the same physical identity as those in the second suit. *Burguieres*, *supra*; *P. Charles Calahan, APLC v. Scottsdale Ins. Co.*, 05-0098 (La. App. 3 Cir. 6/1/05), 903 So. 2d 1251. All that is required is an "identity of parties," which means that "the parties must appear in the same capacities in both suits." *Burguieres*, *supra* at 1054. Identity of parties does not mean that the parties must be the same physical or material parties, but they must appear in the suit in the same quality or capacity. *Sun Finance Co., Inc. v. Jackson*, 525 So. 2d 532 (La. 1988); *Welch v. Crown Zellerbach Corp.*, 359 So. 2d 154 (La. 1978); *Hudson v. City of Bossier*, 33,620 (La. App. 2 Cir. 8/25/00), 766 So. 2d 738, *writ denied*, 00-2687 (La. 11/27/00), 775 So. 2d 450.

In *Hudson*, *supra*, this Court stated:

> Louisiana's res judicata law was broadened by the 1990 amendment and is now in line with federal provisions. Under federal law, the preclusive effect of a judgment binds the parties to the action and nonparties who are deemed the "privies" of the parties in these limited circumstances: (1) the nonparty is the successor in interest of a party; (2) the nonparty controlled the prior litigation; or (3) the nonparty's interests were adequately represented by a party to the action who may be considered the "virtual representative" of the nonparty because the interests of the party and the nonparty are so closely aligned. The concepts of control and virtual representation are narrowly construed and are not satisfied merely by showing that the party and the nonparty have common or parallel interests in the factual and legal issues presented in the respective actions.

Id., at 743-44 (internal citations omitted).

An identity of parties exists whenever the same parties, their successors, or others appear, so long as they share the same quality as parties. *Welch v. Crown Zellerbach Corp.*, *supra*; *Glob. Mktg. Sols., L.L.C. v. Chevron U.S.A. Inc.*, 18-1765 (La. App. 1 Cir. 9/27/19), 286 So. 3d 1054, *writ denied*, 19-01886 (La. 2/10/20), 347 So. 3d 741; *Mandalay Oil & Gas, L.L.C. v. Energy Dev. Corp.*, 01-0993 (La. App. 1 Cir. 7/3/02), 867 So. 2d 709. Identity of parties is satisfied when a privy of one of the parties is involved. In its broadest sense, "privity" is the mutual or successive relationship to the same right of property, or such an identification in interest of one person with another as to represent the same legal right. *Glob. Mktg. Sols., L.L.C.*; *supra*; *Smith v. LeBlanc*, 06-0041 (La. App. 1 Cir. 8/15/07), 966 So. 2d 66.

Herein, plaintiff argues that the defendants in the federal litigation were the individual employees of the credit unions, Diane Ward, Crystal Lewis, and Angelique Coats. In both lawsuits, plaintiff alleged that she opened checking and saving accounts at both credit unions, and the defendants, as "agent[s] of the financial institutions[s], agreed to accept deposits, credit my accounts, maintain accounts, and charge fees to do so." Plaintiff requested that the defendant-employees "be ordered to reopen the closed checking and savings accounts in my name and to honor and deposit both negotiable instruments (Due on Demand promissory notes that were served in November) for credit on my accounts."

Our review of the record reveals that the individual employees of the credit unions, Ward, Lewis, and Coats, were sued for acts performed in the course and scope of their employment with the credit unions, *i.e.*, refusal to honor the promissory notes. As noted above, in the federal filings, plaintiff alleged that she named the employees as "agent[s] of the financial institutions." Thus, under the facts of this case, we find that the credit unions' interests were adequately represented by the employees in the federal lawsuits, the employees and the credit unions were the same parties and share the same quality as parties for the purposes of res judicata, and their interests are closely aligned. Consequently, we find this element for the applicability of res judicata has been met.

The next requirement requires the cause of action asserted in the second lawsuit to have existed at the time of the final judgment in the first litigation. La. R.S. 13:4231 precludes not only those claims that were actually litigated in the prior proceedings, but any other claims between the same parties arising out of the same "transaction" or the same "nucleus of operative facts." *See*, *Pilie & Pilie v. Metz,* 547 So. 2d 1305 (La. 1989); *Gilbert v. Visone*, 30,204 (La. App. 2 Cir. 2/25/98), 708 So. 2d 496.

In the instant case, plaintiff's federal lawsuits set forth violations of breach of contract for the employees' refusal to honor the promissory notes. The current allegations, that the credit unions failed to honor and/or return the promissory notes, clearly existed, and were known to plaintiff on February 10, 2025, the time of the final judgments in the federal litigation.

The final requirement of res judicata under Louisiana law is that the cause or causes of action asserted in the second suit arose out of the transaction or occurrence that was the subject matter of the first litigation. According to plaintiff, this requirement has not been met because the instant lawsuit against the credit unions was for conversion based on the credit unions' detention of her promissory notes and their refusal to return them after she demanded their return. She asserts that the federal lawsuits were for breach of contract for the employees' failure to honor the notes. Plaintiff maintains that the cause of action in the instant lawsuit is wholly separate and distinct from the cause of action asserted in the federal lawsuits.

We have reviewed this record in its entirety. The basis of plaintiff's lawsuits is the credit unions' refusal to honor the promissory notes. In all filings, plaintiff alleged that the defendants "failed to honor" the promissory notes. As an added allegation in the instant filings, plaintiff alleged the credit unions "accepted," "retained possession," and refused "to return" the instruments. We find that the cause or causes of action asserted in the instant proceedings arose out of the transaction or occurrence that was the subject matter of the first litigation, i.e., the credit unions' and their employees' refusal to deposit $2 billion into plaintiff's bank accounts.

Because all of the criteria recognized by the Louisiana Supreme Court are met, we find the district court properly granted the exception raising the objection of res judicata and dismissing plaintiff's lawsuit with prejudice.

CONCLUSION

For the reasons set forth herein, we affirm the judgment of the district court sustaining the exception of res judicata. Costs of the appeal are assessed to plaintiff, Keiah P. Ellis.

AFFIRMED.