

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

No. 57,067-CA

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

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O’NEAL CHIROPRACTIC HEALTH CENTER, L.L.C.	Plaintiff-Appellee
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versus

CHRISTINE D. KNADLER FOX	Defendant-Appellant
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Appealed from the
Bossier City Court for the
Parish of Bossier, Louisiana
Trial Court No. 105805

Honorable Santi A. Parks, Judge

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LAW OFFICE OF DICK “DAVE” KNADLER, LLC By: Dick “Dave” Knadler	Counsel for Appellant
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JEFFREY LEE LITTLE	Counsel for Appellee
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Before STONE, COX, and ROBINSON, JJ.

STONE, J.

This appeal arises from the Bossier City Court, the Honorable Santi A. Parks presiding. The plaintiff-appellee, O’Neal Chiropractic Health Center, L.L.C. (the “plaintiff” or “OCHC”),¹ sued Ms. Christine Fox (“Ms. Fox” or the “defendant”) on open account for chiropractic services rendered. Ms. Fox, in February 2022, was treated for injuries after a car wreck and did not pay the bill that she owed to OCHC. On December 20, 2024, the plaintiff sent her a demand letter pursuant to La. R.S. 9:2781. On January 22, 2025, OCHC filed the instant petition. The defendant filed an exception of prescription, which the trial court denied. After a bench trial on March 2, 2026, the trial court awarded OCHC a \$7,235 money judgment against Ms. Fox (consisting of \$1,075 in damages and \$6,160 in attorney fees, plus interest thereon). Ms. Fox appeals, arguing that the trial court: (1) erred in denying her exception of prescription; (2) committed manifest error in finding that the plaintiff proved its open account claim; and (3) erred in that the amount sought is uncollectable because it is based on the unlicensed practice of chiropractic, and therefore, an absolute nullity. The plaintiff has answered the appeal, requesting additional attorney fees for defending the trial court judgment against this appeal. For the reasons stated herein, we affirm the trial court judgment and amend it to award additional attorney fees.

FACTS AND PROCEDURAL HISTORY

Ms. Fox was in a car wreck that occurred on November 18, 2021. She filed a lawsuit against the parties responsible, and the plaintiff claims

¹ Dr. Edmund O’Neal (“Dr. O’Neal”), a licensed chiropractor, is the owner and operator of OCHC.

entitlement to be paid from the settlement funds from her personal injury suit. Ms. Fox's attorney representing her in this matter also represented her in the personal injury case and has the disputed funds in his client trust account.

Originally, Ms. Fox went to Dr. Brian Tassin ("Dr. Tassin") for chiropractic treatment after her vehicle accident. However, because he would be unavailable for all of February of 2022, Dr. Tassin referred her to Dr. O'Neal, owner of OCHC. Dr. O'Neal treated Ms. Fox four times that month and billed her afterward, but she refused to pay, even after agreeing in writing to do so.

At trial, OCHC submitted documentary evidence showing that Ms. Fox agreed to pay OCHC for the services rendered to her. Ms. Fox denied memory of all the signatures on all the paperwork and medical records associated with her treatment at OCHC and further denied that they were authentic based on her own analysis of the handwriting. Despite her alleged inability to remember any of her signatures on any of the documents, Ms. Fox claimed to remember in detail all her treatments and the dates thereof. Her testimony on these points was self-serving. She claimed that (1) she went to OCHC on February 25, 2022, but was not treated that day; (2) Dr. O'Neal did not do a physical examination of her, or monitor or supervise his employees as they administered ancillary treatment to her, namely: (i) situating Ms. Fox on the traction table and turning it on, (ii) applying moist heating packs to her affected areas, (iii) attaching the sticky pads for electrostimulation therapy, and (iv) situating Ms. Fox in the spinal decompression machine (which Ms. Fox described as the "stretchy neck machine"). Dr. O'Neal testified that he trained, supervised, and monitored

all such treatments administered by his employees, that he did perform a physical examination on her, and that she did receive treatment as billed on February 25, 2022.

Plaintiff's counsel substantially impeached Ms. Fox's testimony. Plaintiff's Exhibit G is a chain of email correspondence between OCHC and Ms. Fox. On February 21, 2022, OCHC sent an email requesting that Ms. Fox print and fill out the attached forms: vehicle accident information, concurrence and acknowledgement, and payment policy. Apparently having received no response, OCHC sent the request and the attachments again on March 8, 2022. Ms. Fox responded, asking for the forms again on Thursday, March 31, 2022. On Friday, April 1, 2022, Ms. Fox emailed OCHC that she would complete the forms and deliver them on Monday, i.e., April 4, 2023. The completed forms bearing Ms. Fox's signatures were dated Sunday, April 3, 2022. Prior to being shown these emails, Ms. Fox scoffed at the idea that her signatures on these documents were authentic and reasoned that she obviously did not go to OCHC to fill out forms on a Sunday while they were closed.² Below are the relevant forms that Ms. Fox executed:

² Plaintiff's Exhibit F is a letter to Ms. Fox from her attorney, dated August 17, 2023, regarding the disbursements, claims on, and balance of her settlement proceeds. The letter reflects OCHC's bill of \$1,075 and states that upon conclusion of the contingency fee matter, counsel would provide Ms. Fox with a statement of monies collected and expenses paid "to include medical costs" as stated in the contingency fee agreement.

CONCURRENCE AND ACKNOWLEDGEMENT

I the undersigned patient of O'Neal Chiropractic Health Center concurs in the granting of health care provider lien to O'Neal Chiropractic Health Center for my services in connection with my accident. I hereby request and instruct my attorney to pay from any proceeds realized any or all health care provider liens for all services rendered by O'Neal Chiropractic Health Center, with those payments to be made directly to O'Neal Chiropractic Health Center. I understand that O'Neal Chiropractic Health Center is to be paid for all of their services rendered with no reductions being made. I further agree to indemnify and hold harmless my attorney for complying with this request.

I agree to submit any or all claims that I have for medical care rendered by O'Neal Chiropractic Health Center to any health care provider or insurer and to any insurance company with medical payment provisions applicable to my accident and agree to assign to O'Neal Chiropractic Health Center any benefits from those policies.

Patient/Client Signature: Chris Lopez

Date: 4/13/22

PAYMENT POLICY

Thank you for choosing Dr. O'Neal as your health care provider. We are committed to providing you with quality and affordable care. As stated, we do not accept any form of health insurance and are not contracted with Medicare or any other health insurance company. Form of payment is cash or check. At your request, we will be happy to provide you with a super bill to file for reimbursement from your health insurance. We do however send medical bills to auto insurance carriers in the case of injury due to a motor vehicle accident, or provide such billing to attorneys for that same purpose.

In the event that payment is not received for medical treatment that you received, then you as the patient are responsible for the bills incurred. You have signed consent for treatment, received medical treatment in this office, and are responsible for the payment of said treatments. If you need to discuss payment options please speak to the office manager.

Our practice is committed to providing the best treatment to our patients at One Chiro. Our prices are representative of the usual and customary charges for this area. Thank you for understanding our payment policy. Please let us know if you have any questions.

I have read and understand the payment policy and agree to abide by its guidelines.

Signed Chris A. Fox Date 4/3/22

When asked why she did not want to pay OCHC, Ms. Fox originally explained that it was because she had assumed her payment to Dr. Tassin exhausted her medical liabilities.

During the trial, Ms. Fox apparently began sobbing when she allegedly learned for the first time that the OCHC employees – who attached sticky pads for electrostimulation therapy, gave her heat packs to apply, and situated her in the spinal decompression machine and on the traction table – were not licensed chiropractors. She indicated she would not have put herself in such “jeopardy” had she known these employees were not licensed chiropractors. The trial court would not have erred in regarding this as mere performative histrionics, especially given that the trial took place more than 4 years after Ms. Fox’s last treatment at OCHC.

After taking the matter under advisement, the trial court rendered judgment in favor of OCHC and issued written reasons for judgment.

ARGUMENTS ON APPEAL

Defendant-appellant. According to Ms. Fox, OCHC only treated her through non-chiropractor employees. She also alleges she was only treated three times, while the account statement asserts she was treated on four separate days. The defendant denies (1) there was ever an agreement that she would pay OCHC for the services he rendered to her; (2) that O’Neal ever performed a physical examination on her (for which she was billed); and (3) the authenticity of her signature on the above documents dated April 3, 2022. The defendant also expends a few sentences contending that the plaintiff had no contract with her but, instead, was an apparent subcontractor of Dr. Tassin.

The defendant further contends that, because none of the plaintiff's employees were licensed chiropractors, she should not have to pay for the services Dr. O'Neal provided through them as such vitiated her consent (i.e., fraud or error) and, further, violated La. R.S. 37:2805 (i.e., prohibition on unlicensed practice of chiropractic medicine) and La. R.S. 37:1284 (prohibition on certain billing practices); she references the definition of chiropractic services in La. R.S. 37:2805 as the proper metric.

She also argued that there was no meeting of the minds because she was never given a price before accepting the services, citing La. C.C. art. 1927 and *Bieber-Guillory v. Aswell*, 723 So. 2d 1145, 1149 (La. App. 3 Cir. 12/30/98). On this basis, she asserts there never was an enforceable contract or open account, and, therefore, a shorter prescriptive period is applicable and expired before suit was filed, asserting applicability of La. R.S. 9:5701.

In the alternative, the defendant argues that even if she is liable for part of the debt alleged, she cannot be liable for attorney fees because the amount claimed was incorrect, citing *Irwin Brown Co. v. Morton's Auction Exch.*, 446 So. 2d 403 (La. App. 4 Cir. 1984).

Plaintiff-appellee. OCHC emphasizes that the standard of review is manifest error, and that the trial court had a reasonable evidentiary basis for crediting his version of the facts over that of the defendant. The court found that the billing was accurate based on the billing records themselves and corroboration thereof via correspondence with defendant's personal injury attorney (with respect to plaintiff's claim against the settlement funds).

Answer to appeal. The plaintiff requests that the judgment amount be increased to include additional attorney fees incurred in opposing this appeal.

LAW AND ANALYSIS

General precepts

La. C.C. art. 1831 generally allocates the burden of proof regarding conventional obligations in litigation as follows:

A party who demands performance of an obligation must prove the existence of the obligation.

A party who asserts that an obligation is null, or that it has been modified or extinguished, must prove the facts or acts giving rise to the nullity, modification, or extinction.

Guide Co., LLC v. Madison Par. Hosp. Serv. Dist., 56,469 (La. App. 2 Cir. 11/26/25), 425 So. 3d 426, 444, *writ granted*, 25-01630 (La. 5/12/26), 432 So. 3d 745.

Most of the defendant's assignments of error attack the trial court's rejection of her testimony as incredible and crediting of the plaintiff's evidence. These are findings of fact subject to manifest error review. The Louisiana Supreme Court "has stated a two-part test for the reversal of a factfinder's determinations: 1) the appellate court must find from the record that a reasonable factual basis does not exist for the finding of the trial court, and 2) the appellate court must further determine that the record establishes that the finding is clearly wrong or manifestly erroneous." *Read v. Willwoods Cmty.*, 14-1475 (La. 3/17/15), 165 So. 3d 883, 888. Manifest error review requires great deference to the factfinder's decisions regarding witness credibility. However, if documents or objective evidence so contradict the witness's story, or the story itself is so internally inconsistent or implausible on its face, that a reasonable factfinder would not credit the witness's story, the court of appeal may find manifest error regarding a finding purportedly based on a credibility determination. *Lam ex rel. Lam v. State Farm Mut. Auto Ins. Co.*, 05-1139 (La. 11/29/06), 946 So. 2d 133; *New*

South Communications v. Wright, 35,442 (La. App. 2 Cir. 12/28/01), 803 So. 2d 1103.

Questions of law are reviewed de novo, i.e., without deference to the trial court. *Ballard's Inc. v. N. Am. Land Dev. Corp.*, 28,437 (La. App. 2 Cir. 6/26/96), 677 So. 2d 648.

Exception of prescription

Open account claims are subject to 3-year liberative prescription. La. C.C. art. 3494(4). The last amendment to this provision predates the instant matter by several years. The defendant asserts that the applicable prescriptive period is one year. This is incorrect. The applicable period is three years. La. C.C. art. 3494(4). OCHC filed suit on January 22, 2025, which is less than three years since the earliest time that Dr. O'Neal treated the defendant. This assignment is without merit and is denied.

Licensing requirements

Subject to exclusions not relevant here, La. R.S. 37:2801(3)(a) defines the "Practice of chiropractic" as:

[H]olding one's self out to the public as a chiropractor and as being engaged in the business of, or the actual engagement in, the diagnosing of conditions associated with the functional integrity of the spine and treating by adjustment, manipulation, and the use of the physical and other properties of heat, light, water, electricity, sound, massage, therapeutic exercise, mobilization, mechanical devices such as mechanical traction and mechanical massage, and other physical rehabilitation measures for the purpose of correcting interference with normal nerve transmission and expression. A chiropractor may also make recommendations relative to personal hygiene and proper nutritional practices for the rehabilitation of the patient. A chiropractor may also order such diagnostic tests as are necessary for determining conditions associated with the functional integrity of the spine.

La. R.S. 37:2805(A)(1) prohibits the practice of chiropractic by anyone without a license.³

The defendant had the burden of proving the facts on which her claim of nullity is based, i.e., that unlicensed employees performed “chiropractic services” on her which did require a personal license even though Dr. O’Neal, a licensed chiropractor, supervised and monitored these employees in the provision of these services. Resolution of this issue also involves a question of law – do the relevant facts, as supported by the evidence, demonstrate unlicensed practice of chiropractic?

The only instance wherein a chiropractic employee is required under the Chiropractic Act (La. R.S. 37:2801 *et seq.*) to have a certification is in administering X-rays.⁴ La. R.S. 37:2828 and 2830. Nothing in the Chiropractic Act prohibits a licensed chiropractor from performing certain ancillary treatments through employees under his supervision. The tasks done by O’Neal employees were: situating the patient on the traction table and turning it on, applying moist heating packs, attaching the sticky pads for electrostimulation, and situating the patient in the spinal decompression machine. Dr. O’Neal testified that he trained, supervised, and monitored all such treatments administered by his employees. Had the legislature intended to prohibit uncertified or unlicensed chiropractic employees from performing these tasks even with such training, supervision, and monitoring, it would have been clear about it, as with X-rays. Furthermore, Dr. Tassin

³ La. R.S. 37:2828 requires certification of chiropractic assistants before they may legally perform X-rays on patients. La. R.S. 37:2830 exempts or “grandfathers in” assistants who were already performing X-rays before the passage of La. R.S. 37:2828.

⁴ The trial court correctly rejected the defendant’s testimony regarding the details of her treatment at O’Neal Chiropractic (which she claimed to recall clearly while denying recollection of signing any documents at all).

and Dr. O’Neal testified that such is ordinary in the practice of chiropractic. Their testimonies reflect not only the correct interpretation of the Chiropractic Act, but also, the sound policy of allowing licensed professionals to responsibly delegate certain tasks to employees under the professional’s supervision. This assignment of error is without merit and is rejected.

Open account

In relevant part, La. R.S. 9:2781, the open account statute, provides:

A. When any person fails to pay an open account within thirty days after the claimant sends written demand therefor correctly setting forth the amount owed, that person shall be liable to the claimant for reasonable attorney fees for the prosecution and collection of such claim when judgment on the claim is rendered in favor of the claimant. Citation and service of a petition shall be deemed written demand for the purpose of this Section. If the claimant and his attorney have expressly agreed that the debtor shall be liable for the claimant’s attorney fees in a fixed or determinable amount, the claimant is entitled to that amount when judgment on the claim is rendered in favor of the claimant. Receipt of written demand by the person is not required.

B. If the demand is forwarded to the person by first class mail to his last known address, a copy of the demand shall be introduced as evidence of written demand on the debtor.

C. If the demand is made by citation and service of a petition, the person shall be entitled to pay the account without attorney fees by delivering payment to the claimant or the claimant’s attorney within ten days after service of the petition in city courts and fifteen days after service of the petition in all other courts.

D. For the purposes of this Section and Code of Civil Procedure Articles 1702 and 4916, “open account” includes any account for which a part or all of the balance is past due, whether or not the account reflects one or more transactions and whether or not at the time of contracting the parties expected future transactions. *“Open account” shall include debts incurred for professional services, including but not limited to legal and medical services.* For the purposes of this Section only, attorney fees shall be paid on open accounts owed to the state. (Emphasis added.)

To make a prima facie case under La. R.S. 9:2781, the plaintiff must introduce a statement of the account and an affidavit or testimony attesting to the correctness thereof. *Sessions & Fishman v. Liquid Air Corp.*, 616 So. 2d 1254, 1258 (La. 1993). A creditor whose judgment is affirmed on appeal is entitled to additional attorney fees for defending against the debtor's appeal. *Ballard's Inc. v. N. Am. Land Dev. Corp*, *supra*.

The trial court did not commit manifest error in finding the existence of an open account. The plaintiff introduced prima facie evidence of an open account, especially considering the language emphasized above in La. R.S. 9:2781. Ms. Fox's testimony was particularly incredible, as outlined earlier in this opinion. There are no grounds for disturbing the trial court's credibility determinations or other factual findings.

Additional attorney fees

La. R.S. 9:2781(A) states that the trial court "shall" award reasonable attorney fees to a successful claimant "for the prosecution and collection of such claim when judgment on the claim is rendered in favor of the claimant." This includes attorney fees for defending a favorable judgment on appeal. The plaintiff is entitled to reasonable attorney fees for this appeal.

CONCLUSION

The judgment of the trial court is **AFFIRMED** and **AMENDED** strictly to increase the attorney fee award from \$6,160 to \$8,560. All costs of this appeal are taxed to the appellant.

AFFIRMED AND AMENDED.