

Judgment rendered September 30, 2026.
Application for rehearing may be filed
within the delay allowed by Art. 2166,
La. C.C.P.

No. 57,009-CW

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

* * * * *

BREWER HOME CENTER, LLC

Plaintiff-Respondent

versus

SUNSHINE HOMES, INC.,
INTEGRITY HOMES, LLC,
NATHAN RAZER, GARY
DOBBS, BOBBY WHITE,
BRADLEY WITT, BILLY
GENE BAREFIELD, TIMOTHY
DUPLANTIS, GULF SOUTH
HOMES, INC., JARED BASSET,
IAN RUMMINGS, RUMMINGS
RENOVATIONS, LLC, JUSTIN
HANCOCK, TREY ARCHER,
ARCHER SERVICES LLC,
JUSTIN S. FREELAND, AND
SIERRA LYNN MCFARLAND

Defendants-Applicants

* * * * *

On Application for Writs from the
Twenty-Sixth Judicial District Court for the
Parish of Bossier, Louisiana
Trial Court No. 176,692

Honorable Michael O. Craig, Judge

* * * * *

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* * * * *

Before COX, HUNTER, and MARCOTTE, JJ.

COX, J.

This civil writ arises from the Twenty-Sixth Judicial District Court, Parish of Bossier. Defendants, Integrity Homes, LLC, Nathan Razer, Gary Dobbs, Bobby White, Bradley Witt, Billy Gene Barefield, Timothy Duplantis, Justin S. Freeland, and Sierra Lynn McFarland (collectively, “the Integrity Defendants”) seek review of the district court’s ruling denying their peremptory exception of no cause of action, in favor of Brewer Home Center, LLC (“Brewer”).

FACTS & PROCEDURAL HISTORY

On July 16, 2025, Brewer, a licensed retailer of factory-built homes, filed a petition for damages against 17 named defendants: the Integrity Defendants, Ian Rummings, Rummings Renovations, LLC, Justin Hancock, Trey Archer, and Archer Services, LLC (collectively “the Contractor Defendants”), Gulf South Homes, LLC (“Gulf South”), and Sunshine Homes, Inc. (“Sunshine Homes”). Brewer alleged that the Integrity Defendants conspired “in order to and/or attempt to steal from Brewer,” and thereby violated the Louisiana Racketeering Act, La. R.S. 15:1351, *et seq.* Specifically, Brewer provided:

9.

Thereafter, NATHAN RAZER, JARED BASSET, JUSTIN S. FREELAND, and/or SIERRA LYNN MCFARLAND conspired with INTEGRITY HOMES, LLC, GARY DOBBS, BOBBY WHITE, BRADLEY WITT, BILLY GENE BARFIELD, and/or TIMOTHY DUPLANTIS in order to and/or attempt to steal from Brewer.

10.

The actions and/or attempted actions of NATHAN RAZER, JARED BASSET, JUSTIN S. FREELAND, INTEGRITY HOMES, LLC, GARY DOBBS, BOBBY WHITE, BRADLEY WITT, BILLY GENE BARFIELD, TIMOTHY DUPLANTIS, and/or SUNSHINE HOMES, INC., violated the Louisiana Racketeering Act, Louisiana Revised Statute 15:1351, *et seq.*

...

12.

Additionally, while acting in their course and scope and purportedly on behalf of Brewer, NATHAN RAZER, JARED BASSET, JUSTIN S. FREELAND, and/or SIERRA LYNN MCFARLAND conspired with IAM RUMMINGS, RUMMINGS RENOVATIONS, LLC, JUSTIN HANCOCK, TREY ARCHER and ARCHER SERVICES, LLC, to defraud Brewer.

The petition further alleged that while under contract, Razer, Basset, Freeland, and McFarland conspired with Rummings, Rummings Renovations, Hancock, Archer, and Archer Services to defraud Brewer. Brewer further alleged that Rummings, Rummings Renovations, Hancock, Archer, and Archer Services, submitted invoices to Brewer for work allegedly performed, but the work was not performed or completed. On September 16, 2025, the Integrity Defendants filed a “Peremptory Exception of No Cause of Action” in response. The Integrity Defendants argued that Brewer failed to state a cause of action for which relief could be granted regarding its claims of civil conspiracy and racketeering because Brewer’s claims were conclusory and lacked material facts.

In its opposition, Brewer argued it alleged sufficient facts to maintain a cause of action for both claims. In support, Brewer cited *Reynolds v. Bordelon*, 14-2362 (La. 6/20/15), 172 So. 3d 589, in which the Louisiana Supreme Court provided in pertinent part:

The exception is triable on the face of the pleadings, and, for purposes of resolving the issues raised by the exception, the well-pleaded facts in the petition must be accepted as true. The issue at the trial of the exception is whether, on the face of the petition, the plaintiff is legally entitled to the relief sought. Louisiana retains a system of fact pleading, and mere conclusions of the plaintiff unsupported by facts will not set

forth a cause or right of action. The burden of demonstrating that a petition fails to state a cause of action is upon the mover.

Brewer asserted that not only did it provide well-pleaded facts sufficient to establish a valid cause of action; therefore, the court should look at the facts of the petition and assume they are true, viewing them in a light most favorable to it, and resolve the matter in its favor.

A hearing on the matter was held on November 25, 2026. After arguments, the district court found that Brewer stated a cause of action and denied the exception. Specifically, the district court provided:

Well, the – the general issue of whether or not a petition states a cause of action or has, uh, an individual has a right of action is kind of the beginning phases of a – a pleading that starts a lawsuit or a cause in general, kind of like a probable cause hearing in a criminal case its – it's a little lower threshold but – and the term conspired while I agree if you have to prove that a conspiracy took place you have to prove certain facts, but when you use the term conspire it has a specific definition and that definition contains within it certain elements that have to be there. And – and so in the petition itself you're looking at just the four corners to see if there's a cause of action that leads to basically the – the discovery and – and other steps taken in the – the prosecution of a civil case or the – the um, the defense of a civil case and – and it is a minimal threshold and so based upon the four corners of the petition I do believe that there is a cause of action that has stated...but at this point to – to get the ball rolling they meet the minimum requirements to state a cause of action. Therefore, I'm going to deny the exception.

On March 17, 2026, Gulf South filed a peremptory exception of no cause of action. Gulf South similarly argued that Brewer failed to allege sufficient facts to establish a claim of civil conspiracy for fraud, and racketeering, and instead, Brewer provided only conclusory statements. Gulf South further noted that in addition to the lack of substance, it was only referenced once throughout the entirety of Brewer's petition, and there is no reference to its conduct whatsoever.

Brewer opposed the motion, again relying on *Reynolds, supra*.

Thereafter, Brewer filed an amended and supplemental petition, alleging in part that:

8. As such, GULF SOUTH HOMES, INC.[,] exercised custody, control, and/or authority over the operations conducted under the name INTEGRITY HOMES, LLC, including the acts and omissions of its members and agents.

10. GULF SOUTH HOMES, INC.[,] knew or should have known that its license, authority, and insurance were being used in furtherance of the wrongful and unlawful conduct described in the original Petition, including but not limited to acts constituting fraud, conversion, and violations of the Louisiana Racketeering Act.

11. Despite such knowledge, GULF SOUTH HOMES, INC. failed to take reasonable steps to prevent such conduct and instead permitted, enabled, and/or facilitated the same.

12. The actions and inactions of GULF SOUTH HOMES, NC. constitute fault under Louisiana Civil Code Article 2315, including but not limited to negligence, negligent supervision, and negligent entrustment of its license and authority.

13. Additionally, GULF SOUTH HOMES, INC. is vicariously liable for the acts of INTEGRITY HOMES, LLC and its members and agents, who were acting within the course and scope of authority granted by GULF SOUTH HOMES, NC.

14. Furthermore, GULF SOUTH HOMES, INC. is liable as a co-conspirator in the unlawful scheme described in the original Petition, and its conduct constitutes participation in and/or facilitation of violations of the Louisiana Racketeering Act, La. R.S. 15:1351, et seq.

The district court's ruling on Gulf South's exception was not included in the record before this Court. However, in its brief, Brewer provided that the exception was granted and the district court granted leave to amend and supplement its petition. The Integrity Defendants applied for supervisory review.

DISCUSSION

Here, the Integrity Defendants present only one assignment of error for this Court's review: whether the district court erred in overruling their peremptory exception of no cause of action regarding alleged violations of the Louisiana Racketeering Act and civil conspiracy to commit fraud.

A peremptory exception of no cause of action is set forth in La. C.C.P. art. 927(A)(5). The function of an exception of an exception of no cause of action is to test the legal sufficiency of the petition by determining whether the law affords a remedy on the facts alleged in the petition. *Sharp v. Melton*, 53,508 (La. App. 2 Cir. 5/20/20), 296 So. 3d 1135; *Pesnell v. Sessions*, 51,871 (La. App. 2 Cir. 2/28/18), 246 So. 3d 686. The purpose of the exception of no cause of action is not to determine whether the plaintiff will prevail at trial but to ascertain if a cause of action exists. *Sharp v. Melton, supra*.

A "cause of action," when used in the context of the peremptory exception of no cause of action, refers to the operative facts that give rise to the plaintiff's right to judicially assert the action against the defendant. *Id.* The exception is triable on the face of the petition, and for the purpose of determining the issues raised by the exception, the well-pleaded facts in the petition must be accepted as true. *Fink v. Bryant*, 01-0987 (La. 11/28/01), 801 So. 2d 346; *Sharp v. Melton, supra*. No evidence may be introduced at any time to support or controvert the objection that the petition fails to state a cause of action. La. C.C.P. art. 931.

The burden of demonstrating that the petition states no cause of action is upon the mover. *Wright v. Louisiana Power & Light*, 06-1181 (La. 3/9/07), 951 So. 2d 1058; *Sharp v. Melton, supra*. All reasonable inferences

are made in favor of the nonmoving party in determining whether the law affords any remedy to the plaintiff. *Villareal v. 6494 Homes, LLC*, 48,302 (La. App. 2 Cir. 8/7/13), 121 So. 3d 1246. An exception of no cause of action should be granted only when it appears beyond doubt that the plaintiff can prove no set of facts in support of any claim which would entitle him to relief. If the petition states a cause of action on any ground or portion of the demand, the exception should generally be overruled. Every reasonable interpretation must be accorded the language used in the petition in favor of maintaining its sufficiency and affording the plaintiff the opportunity of presenting evidence at trial. *Badeaux v. Southwest Computer Bureau, Inc.*, 05-0612 (La. 3/17/06), 929 So. 2d 1211; *Sharp v. Melton, supra*.

An appellate court's review of a trial court's ruling sustaining an exception of no cause of action is de novo because the exception raises a question of law, and the trial court's decision is based only on the sufficiency of the petition. *Fink v. Bryant, supra*. The essential question is whether, in the light most favorable to plaintiff and with every doubt resolved in plaintiff's favor, the petition states any valid cause of action for relief. *Wright v. Louisiana Power & Light, supra*.

Racketeering

Regarding Brewer's allegations regarding racketeering, the Integrity Defendants maintain that Brewer failed to state a claim against them for a violation of the Louisiana Racketeering Act.

The Integrity Defendants contend that for Brewer to establish a claim of racketeering, it was required to show a "pattern of racketeering" through well-pleaded facts. However, the Integrity Defendants maintain that Brewer only presented the following claims:

9.

Thereafter, NATHAN RAZER, JARED BASSET, JUSTIN S. FREELAND, and/or SIERRA LYNN MCFARLAND conspired with INTEGRITY HOMES, LLC, GARY DOBBS, BOBBY WHITE, BRADLEY WITT, BILLY GENE BAREFIELD, and/or TIMOTHY DUPLANTIS in order to and/or attempt to steal from Brewer.

10.

The actions and/or attempted actions of NATHAN RAZER, JARED BASSET, JUSTIN S. FREELAND, SIERRA LYNN MCFARLAND, INTEGRITY HOMES, LLC, GARY DOBBS, BOBBY WHITE, BRADLEY WITT, BILLY GENE BAREFIELD, TIMOTHY DUPLANTIS, and/or SUNSHINE HOMES, INC. violated the Louisiana Racketeering Act, Louisiana Revised Statute 15:1351[,] *et seq.*

Integrity Defendants urge that such allegations are nothing more than self-serving conclusory allegations that lack specific, well-pleaded facts, which would demonstrate that the Integrity Defendants were guilty of engaging in any form of racketeering. Specifically, the Integrity Defendants argue that Brewer's claims failed to present any facts to assert "when, where, or how the Integrity Defendant conspired or engaged in a concerted action, or what the concerted action was alleged to be" or to identify what the Integrity Defendants "attempt[ed] to steal."

Moreover, the Integrity Defendants argue that Brewer presented no factual allegations that either the Integrity Defendants, as a whole or as individuals, engaged in a single incident of racketeering or received any proceeds from such activities. Notably, the Integrity Defendants assert that no facts were alleged to demonstrate "when, where, or how" any of the individually named defendants "conspired with any of the Contractor Defendants to steal from Brewer," or made any allegation that any of the

named defendants “hired any of the Contractor Defendants or that any business relationship existed between” them.

The Integrity Defendants argue that there are simply no facts set forth in Brewer’s petition which demonstrate the Integrity Defendants “knew of the alleged fraud by the Contractor Defendants, that the Integrity Defendants assisted or encouraged the Contractor Defendants in committing any fraudulent acts, that the Integrity Defendants received any proceeds or derived any benefit from the Contractor Defendants’ alleged acts, or any other acts or omissions that would extend a remedy to Plaintiff against the Integrity Defendants.” As such, the Integrity Defendants assert Brewer’s use of the term “conspiracy” serves as nothing more than a conclusion that the trial court should have disregarded.

The provisions of the Louisiana Racketeering Act are set forth in La. R.S. 15:1351, et seq. La. R.S. 15:1353 (A) provides that “[i]t is unlawful for any person who has knowingly received any proceeds derived, directly or indirectly, from a pattern of racketeering activity to use or invest, whether directly or indirectly, any part of such proceeds, or the proceeds derived from the investment or use thereof, in the acquisition of any title to, or any right, interest, or equity in immovable property or in the establishment or operation of any enterprise.” La. R.S. 15:1352 defines, in part, that “racketeering activity” is the:

“[C]ommitting, attempting to commit, conspiring to commit, or soliciting, coercing, or intimidating another person to commit any crime that is punishable under the following provisions of Title 14 of the Louisiana Revised Statutes of 1950, the Uniform Controlled Dangerous Substances Law, or the Louisiana Securities Law:

...

(37) R.S. 14:67 (Theft)

Theft is prohibited by La. R.S. 14:67, which provides, in pertinent part that “[t]heft is the misappropriation or taking of anything of value which belongs to another, either without the consent of the other to the misappropriation or taking, or by means of fraudulent conduct, practices, or representations. An intent to deprive the other permanently of whatever may be the subject of the misappropriation or taking is essential.”

Regarding racketeering, La. R.S. 15:1352(C) provides that a pattern of racketeering means “engaging in at least two incidents of racketeering activity that have the same or similar intents, results, principals, victims, or methods of commission or otherwise are interrelated by distinguishing characteristics and are not isolated incidents, provided at least one of such incidents occurs after August 21, 1992 and that the last of such incidents occurs within five years after a prior incident of racketeering activity.”

Although these statutes are part of the Louisiana Code of Criminal Procedure, they provide for a civil cause of action. La. R.S. 15:1356 provides, in part:

E. Any person who is injured by reason of any violation of the provisions of R.S. 15:1353 shall have a cause of action against any person engaged in racketeering activity who violates a provision of R.S. 15:1353. Such injured person shall be entitled to recover three times the actual damages sustained or ten thousand dollars, whichever is greater. Such person shall also recover attorney fees in the trial and appellate courts and costs of investigation and litigation reasonably incurred.

Based on this Court’s *de novo* review of the record, we find that Brewer failed to state a cause of action against the Integrity Defendants for racketeering.

In the present case, Brewer’s petition for damages is brief, and only sparsely alleges that the Integrity Defendants, collectively and individually,

conspired to steal from Brewer, and violated the Louisiana Racketeering Act as alleged in the following paragraphs:

9.

Thereafter, NATHAN RAZER, JARED BASSET, JUSTIN S. FREELAND, and/or SIERRA LYNN MCFARLAND conspired with INTEGRITY HOMES, LLC, GARY DOBBS, BOBBY WHITE, BRADLEY WITT, BILLY GENE BAREFIELD, and/or TIMOTHY DUPLANTIS in order to and/or attempt to steal from Brewer.

10.

The actions and/or attempted actions of NATHAN RAZER, JARED BASSET, JUSTIN S. FREELAND, SIERRA LYNN MCFARLAND, INTEGRITY HOMES, LLC, GARY DOBBS, BOBBY WHITE, BRADLEY WITT, BILLY GENE BAREFIELD, TIMOTHY DUPLANTIS, and/or SUNSHINE HOMES, INC. violated the Louisiana Racketeering Act, Louisiana Revised Statute 15:1351[,] *et seq.*

As the Integrity Defendants argue, Brewer only made conclusory statements that the Integrity Defendants conspired to attempt to steal or did steal from Brewer, and in turn, violated the Louisiana Racketeering Act. Brewer's pleading is devoid of well-pleaded facts which would establish that the Integrity Defendants operated with the common purpose of harming Brewer. Further, Brewer's allegations lack any substantial information as to *when* or *what* the Integrity Defendants stole or attempted to steal from Brewer or the monetary value of what was allegedly stolen, or even *how* the Integrity Defendants allegedly stole or attempted to steal from Brewer.

A review of Brewer's petition reflects that it is devoid of well-pleaded facts which would sufficiently establish that a pattern of racketeering occurred.

Conspiracy to defraud

Likewise, with respect to Brewer's allegations of civil conspiracy, the Integrity Defendants argue that Brewer failed to provide sufficient facts to demonstrate the elements of fraud.

Specifically, the Integrity Defendants assert that Brewer failed to establish facts that "Nathan Razer, Justin Freeland, or Sierra McFarland entered into an 'agreement' or had a meeting of the minds with the Contractor Defendants, or that they in any way participated in, assisted, or encouraged the alleged fraud committed by Contractor Defendants." They maintain that Brewer only provided self-serving conclusory allegations that only claim the Contractor Defendants submitted invoices for work that was alleged not performed or completed without pleading any facts to show "the type of work performed or alleged to have been performed by the Contractor Defendants, when or where such work was performed or alleged to have been performed, the date or amount of any invoices submitted or to whom they were submitted, or any other facts demonstrating the essential elements of a fraud claim against any of the Integrity Defendants."

An independent cause of action for civil conspiracy does not exist in Louisiana; rather, the actionable element is the intentional tort that the conspirators agreed to commit or committed, in whole or part, causing the plaintiff's injury. *Coleman v. Querbes Co. No. 1*, 51,159 (La. App. 2 Cir. 2/15/17), 218 So. 3d 665; *Haygood v. Dies*, 48,485 (La. App. 2 Cir. 11/20/13), 127 So. 3d 1008, *writ denied*, 13-2955 (La. 2/28/14), 134 So. 3d 1177; *Hardy v. Easterling*, 47,950 (La. App. 2 Cir. 4/10/13), 113 So. 3d 1178.

The actionable element in a claim under La. C.C. art. 2324 is not the conspiracy itself, but rather the tort which the conspirators agreed to perpetrate and which they actually commit in whole or in part. *Coleman v. Querbes Co. No. 1, supra*. To establish a conspiracy, a plaintiff is required to provide evidence of the requisite agreement between the parties, i.e., the plaintiff must establish a meeting of the minds or collusion between the parties for the purpose of committing wrongdoing. *Id.*

Further, to establish conspiracy, a plaintiff must prove that: (1) an agreement existed to commit an illegal or tortious act; (2) the act was actually committed; (3) the act caused the plaintiff's injury; and (4) there was an agreement as to the intended outcome or result. *Jeff Mercer, LLC v. State through Dept. of Transp. & Dev.*, 51,371 (La. App. 2 Cir. 6/7/17), 222 So. 3d 1017, *writ denied*, 17-1442 (La. 12/5/17), 231 So. 3d 625, *cert. denied*, 504 U.S. 933, 138 S. Ct. 1566, 200 L. Ed. 2d 746 (2018). Moreover, a plaintiff is required to provide evidence of the requisite agreement between the parties, i.e., the plaintiff must establish a meeting of the minds or collusion between the parties for the purposes of committing wrongdoing. *Id.*

Fraud is a misrepresentation or a suppression of the truth made with the intention either to obtain an unjust advantage for one party or to cause a loss or inconvenience to the other. La. C.C. art. 1953. Fraud may also result from silence or inaction. *Id.* While fraud may result from a party's silence or inaction, mere silence or inaction without fraudulent intent does not constitute fraud. Intent to defraud and loss or damage are two essential elements to constitute legal fraud. *Benton v. Clay*, 48,245 (La. App. 2 Cir. 8/7/13), 123 So. 3d 212.

To succeed in a claim for intentional/fraudulent misrepresentations, the petition must contain allegations of: (1) a misrepresentation of material fact, (2) made with the intent to deceive, (3) causing justifiable reliance with resulting injury. *Id.* In pleading fraud or mistake, the circumstances constituting fraud or mistake shall be alleged with particularity. Malice, intent, knowledge, and other condition of mind of a person may be alleged generally. La. C.C.P. art. 856.

In the present case, Brewer presented the following allegations in their petition regarding civil conspiracy for fraud:

12.

Additionally, while acting in their course and scope and purportedly on behalf of Brewer, NATHAN RAZER, JARED BASSET, JUSTIN S. FREELAND, and/or SIERRA LYNN MCFARLAND conspired with IAN RUMMINGS, RUMMINGS RENOVATIONS, LLC, JUSTIN HANCOCK, TREY ARCHER, and ARCHER SERVICES, LLC, to defraud Brewer.

13.

IAN RUMMINGS, RUMMINGS RENOVATIONS, LLC, JUSTIN HANCOCK, TREYARCHER, and ARCHER SERVICES, LLC., submitted invoices to Brewer for work allegedly performed for Brewer.

14.

IAN RUMMINGS, RUMMINGS RENOVATIONS, LLC, JUSTIN HANCOCK, TREYARCHER, and ARCHER SERVICES, LLC., either did not perform said work or did not complete work for which they were paid by Brewer.

We likewise find that Brewer's allegations in this regard are conclusory and are devoid of material fact which would support their allegation that the Integrity defendants conspired to defraud Brewer. Here, there are no material facts pled to assert the Integrity Defendants either misrepresented or suppressed the truth with the intent to obtain an unjust advantage or cause a loss or inconvenience to Brewer. Moreover, there are no allegations that

Brewer relied on any of the work performed by any of the Integrity Defendants, let alone any specificity of what work was contracted to be performed or what was allegedly not completed.

Importantly, Brewer has not alleged that any of the Integrity Defendants conspired with any other named defendant to engage in fraudulent conduct with the intent to cause injury. The mere use of the term “conspired,” without more, is insufficient to show that the Integrity Defendants actually conspired to defraud Brewer. Therefore, we cannot say that Brewer sufficiently pled enough material facts in their petition for fraud or conspiracy to commit fraud against it by the Integrity Defendants.

However, while we disagree with the trial court’s denial of the Integrity Defendant’s exception of no cause of action, we find that Brewer, under La. C.C.P. art. 934,¹ should be afforded an opportunity to amend its petition to remove the grounds for the exception, if it can, by alleging specific facts that would otherwise supports its claims against the Integrity Defendants.

CONCLUSION

For the reasons expressed herein, we respectfully reverse the trial court judgment finding that Brewer stated a cause of action against the Integrity Defendants for violations of the Louisiana Racketeering Act and civil conspiracy to defraud, and remand to the trial court to allow Brewer to

¹ La. C.C.P. art. 934 states that when the grounds of the objection pleaded by the peremptory exception may be removed by amendment of the petition, the judgment sustaining the exception shall order such amendment within the delay allowed by the court. However, if the grounds of the objection raised through the exception cannot be removed, the action, claim, demand, issue, or theory shall be dismissed.

amend its original petition. Costs are assessed equally to Brewer and the Integrity Defendants.

REVERSED AND REMANDED.