STATE OF LOUISIANA
COURT OF APPEAL
FIRST CIRCUIT

DOCKET NUMBER
2026 CA 0088

TRACI D. SWINDLE AND
KEELIE M. GADDIS

VERSUS

LACEY COLLINGSWORTH CARPENTER,
INDIVIDUALLY, AND D/B/A
HONKY TONK FRENCHIES, LLC

Judgment Rendered: SEP 18 2026

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ON APPEAL FROM THE
21ST JUDICIAL DISTRICT COURT, DIVISION F
LIVINGSTON PARISH, STATE OF LOUISIANA
DOCKET NUMBER 187,466

HONORABLE WILLIAM S. DYKES, JUDGE PRESIDING

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Robert N. Aguiluz Baton Rouge, Louisiana	Attorney for Defendants-Appellants Lacey Collingsworth Carpenter and Honky Tonk Frenchies, LLC
Wyman E. Bankston Livingston, Louisiana	Attorney for Plaintiffs-Appellees Traci D. Swindle and Keelie M. Gaddis

BEFORE: THERIOT, GREENE, and EDWARDS, JJ.

Theriot, J concurs

GREENE, J.

In this appeal, the defendant in a breach of contract suit challenges the entry of a default judgment against her. After review, we reverse.

FACTUAL AND PROCEDURAL BACKGROUND

On May 1, 2025, Traci D. Swindle and Keelie M. Gaddis (Plaintiffs) filed a petition for breach of contract against Lacey Collingsworth Carpenter, individually and doing business as Honky Tonk Frenchies, LLC. The Plaintiffs alleged that, on February 19, 2024, they entered into a contract with Ms. Carpenter whereby, in exchange for the Plaintiffs' payment of $6,000 to her, Ms. Carpenter would procure a female French Bulldog named CoCo, the parties would co-own CoCo, equally split all future costs related to breeding CoCo, and equally split "all future profits realized as a result of litters whelped by Coco." The Plaintiffs also alleged that Coco later whelped a litter of five puppies: Koi Boi, Remi, Alex, Crewz, and TBO. According to the petition, Ms. Carpenter sold Koi Boi for $7,500, paid the Plaintiffs $3,750, and the parties retained all breeding rights; the Plaintiffs bought Remi and paid Ms. Carpenter $2,000; the Plaintiffs "retained" Alex after a buyer returned her and Ms. Carpenter paid the Plaintiffs $100; Ms. Carpenter received a "pledge of investment" for Crewz, received a $2,500 payment toward the total $6,000 investment, and paid the Plaintiffs $1,000; and, Ms. Carpenter sold TBO for $6,500, the buyer paid $2,950 (and apparently financed the balance due), and Ms. Carpenter paid the Plaintiffs $750.

The Plaintiffs further alleged that, after Coco whelped the first litter, the parties "reached a point of contention," because Ms. Carpenter insisted that CoCo could no longer be bred due to complications associated with the first whelping. Additionally, the Plaintiffs cursorily alleged that they and Ms. Carpenter also co-owned another female French Bulldog named Joplin but alleged no details as to this arrangement. Lastly, they alleged Ms. Carpenter failed to register them as co-owners with the American Kennel Club (AKC).

In their petition, the Plaintiffs sought damages from Ms. Carpenter for her alleged breach of their contract, as follows:

> (A) Failing to pay amounts commensurate with Plaintiffs' ownership interest in the puppies born of the Litter, which [are] itemized, as follows:

(1) [$250] for payments actually made toward Crewz, [$1,750] for payments to be made toward Crewz, as well as [50%] of all profits associated with future breeding rights for Crewz;

(2) [$725] for payments actually made toward TBO, and [$1,775] for payments to be made toward TBO; and

(3) [$3,500] for Plaintiffs' interest in Joplin, together with [50%] of all profits associated with future breeding rights for Joplin.

(B) Failing to provide AKC registration certificates on CoCo, Alex or Remi[,] which restricts Plaintiffs' ability to properly show ownership and breeding rights associated with those animals; and

(C) Any and all other breaches which may be proven at the trial of this case.

The record shows Ms. Carpenter was served with a copy of the petition on May 6, 2025. After she failed to respond, the Plaintiffs' counsel notified her, by certified mail dated June 13, 2025, that the Plaintiffs intended to seek a default judgment against her. On June 23, 2025, the trial court held a hearing on confirmation of the default judgment, at which the Plaintiffs both testified and introduced documentary evidence. At the conclusion of the hearing, the Plaintiffs' counsel prayed for judgment for $13,000 (which included $2,000 for Crewz, $2,500 for TBO, and $3,500 for Joplin), full ownership of Alex as an offset for any future revenues due relating to Joplin, and an order to Ms. Carpenter to produce registration papers for CoCo, Alex, and Remi. The trial court orally granted the default judgment, and on July 2, 2025, signed a judgment: (1) awarding the Plaintiffs $13,000 for damages sustained as a result of Ms. Carpenter's breach of contract, plus judicial interest and costs; (2) awarding the Plaintiffs full ownership of Alex "in exchange" for Plaintiffs' waiver of all future revenues associated with Joplin; (3) declaring the Plaintiffs "sole owners" of CoCo, Alex, and Remi; and (4) ordering Ms. Carpenter to forward to the Plaintiffs all necessary paperwork for them to register CoCo, Alex, and Remi solely in their names with the AKC.

Ms. Carpenter and "Honky Tonk Frenchies, LLC" appealed the adverse judgment.[1]

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[1] After the record was lodged, this Court issued a Rule to Show Cause Order questioning the appealability of the July 2, 2025 judgment. On May 18, 2026, this Court issued an order maintaining the appeal.

DEFAULT JUDGMENT

If a defendant in a lawsuit fails to timely respond, a plaintiff may obtain a default judgment against him by establishing a prima facie case by competent and admissible evidence that proves both the existence and validity of the plaintiff's claim. *See* La. C.C.P. art. 1702(A)(1);[2] *Arias v. Stolthaven New Orleans, L.L.C.*, 2008-1111 (La. 5/5/09), 9 So.3d 815, 820. When a demand is based on a conventional obligation, affidavits and exhibits annexed thereto that contain facts sufficient to establish a prima facie case shall be admissible, self-authenticating, and sufficient proof of such demand. La. C.C.P. art. 1702(B)(1). The court may, under the circumstances of the case, require additional evidence in the form of oral testimony before entering the default judgment. *Id.* Further, a default judgment shall not be different in kind from that demanded in the petition, and, the amount of damages awarded shall be the amount proven to be properly due as a remedy. La. C.C.P. art. 1703. The main purpose of La. C.C.P. art. 1703 is to put the defendant on notice of the object of the suit, because the defendant has a due process right to know what is at stake when a default is threatened. *Rountree v. Forsythe Holdings, Inc.*, 48,983 (La. App. 2 Cir. 6/25/14), 144 So.3d 1126, 1129. Thus, a confirmation hearing does not give a claimant a right to carte blanche. *Spear v. Tran*, 96-1490 (La. App. 4 Cir. 9/18/96), 682 So.2d 267, 271, *writ denied*, 96-3024 (La. 2/7/97), 688 So.2d 500. Rather, the claimant is not only limited to those matters for which he can present a prima facie case, but he is also limited to those matters of which the defendant has been properly notified through service of process. *Id.*

In reviewing a default judgment, this Court is restricted to determining the sufficiency of the evidence offered in support of the judgment. *Arias*, 9 So.3d at 818; This determination is a factual one governed by the manifest error standard of review. *Id.* After a comparison of the Plaintiffs' petition, the evidence adduced at the hearing, and the relief awarded to the Plaintiffs, we conclude the default judgment violates La. C.C.P. art. 1703, because it differs in kind from that demanded in the petition and awards damages that the Plaintiffs did not prove were properly due as a remedy. Thus, we

[2] Although La. C.C.P. art. 1702 was amended in 2025 and in 2026, the amended provisions do not affect this appeal. *See* 2026 La. Acts No. 127, §1 and 2025 La. Acts No. 250, §3.

conclude the trial court manifestly erred in determining there was sufficient evidence offered to support the default judgment in this case.[3]

Different in Kind from that Demanded

First, as pointed out by Ms. Carpenter on appeal, the default judgment clearly differs in kind from that demanded in the Plaintiffs' petition. For example, the judgment awards the Plaintiffs full ownership of Alex in exchange for Plaintiffs' waiver of all future revenues associated with Joplin; however, in their petition, the Plaintiffs did not pray for full ownership of Alex in exchange for their waiver of all future revenues associated with Joplin. Rather, they sought $3,500 in damages for their ownership rights in Joplin "together with [50%] of all profits associated with future breeding rights for Joplin." Further, the judgment declares the Plaintiffs to be the sole owners of Coco, Alex, and Remi and orders Ms. Carpenter to provide the Plaintiffs with the proper paperwork to register these three dogs as such with the AKC; however, in their petition, the Plaintiffs did not pray to be declared sole owners of CoCo, Alex, and Remi, nor did they pray that the AKC registration show them as sole owners.[4] Although they alleged that Ms. Carpenter's failure to provide the AKC certificates restricted their "ability to properly show ownership and breeding rights associated with" CoCo, Alex, and Remi, such does not constitute a prayer that the AKC registration show them as *sole* owners. Thus, to the extent the judgment awards the above-described relief for which the Plaintiffs did not pray, and for which Ms. Carpenter was not notified through service of process, we reverse the judgment. *See Gaudin v. Waguespack*, 2009-0218 (La. App. 1 Cir. 9/11/09), 2009 WL 3161640, *4; *St. Tammany Homesites, Inc. v. Parish of St. Tammany*, 491 So.2d 450, 451 (La. App. 1 Cir. 1986); *Spear*, 682 So.2d at 271.

Beyond the Amount Proven to be Properly Due

Next, the default judgment further violates La. C.C.P. art. 1703, because the Plaintiffs failed to establish a prima facie case as to what amounts were properly due as

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[3] Our reversal of the judgment is based on the merits of Ms. Carpenter's assignment of error number one. We pretermit consideration of the remaining assignments of error.

[4] Ms. Gaddis' testimony at the confirmation hearing supports this finding. She testified that "all" of the dogs were registered in Ms. Carpenter's name with the AKC but agreed that she and Ms. Swindle should have been registered as "co-owners." We also note the petition indicates that Plaintiffs are already sole owners of Remi.

a remedy. *See Garco, Inc. v. Rob's Cleaning & Powerwash, Inc.*, 2008-1249 (La. App. 4 Cir. 4/22/09), 12 So.3d 386, 391, *writ denied*, 2009-1114 (La. 9/4/09), 17 So.3d 965 (vacating a default judgment where plaintiff failed to prove allegations of petition).

At the confirmation hearing, Ms. Gaddis and Ms. Swindle[5] testified and introduced the parties' February 19, 2024 contract regarding Coco (Exhibit B); an undated contract whereby the parties sold a male "rojo/tan koi" (identified at trial as Koi Boi) for $7,500 (Exhibit C); an undated contract whereby the parties sold a male "blk & tan merle" (identified at trial as TBO) for $5,000 (Exhibit D); and, the June 13, 2025 letter notifying Ms. Carpenter of the Plaintiffs' intent to seek a default judgment (Exhibit A). According to the February 19, 2024 contract, the parties agreed to co-own Coco, she would live with Plaintiffs, go to Ms. Carpenter for breeding/whelping, and the parties would "split all cost pertaining to breeding and split all profit 50/50." Although the contract does not define "profit," Ms. Gaddis testified at trial regarding the contract's terms and the relief Plaintiffs sought as a result of Ms. Carpenter's breach of the contract. After hearing her testimony, which we discuss below, the trial court signed the judgment awarding the Plaintiffs $13,000 "for damages sustained as a result of [Ms. Carpenter's] breach of contract." A review of the hearing transcript shows the trial court apparently relied on Ms. Gaddis' testimony to arrive at $13,000 in damages, broken down as follows: $2,000 owed for Crewz; $2,500 owed for TBO; $3,500 owed for Joplin; and $5,000 owed for Koi Boi's future stud fees.

As to Crewz, the trial court awarded the Plaintiffs $2,000 in damages. However, during her testimony, Ms. Gaddis indicated that Ms. Carpenter paid the Plaintiffs $250 for payments actually paid for Crewz and still owed them $1,750 for future payments to be made for Crewz. Thus, the $2,000 awarded by the trial court does not match the $1,750 Ms. Gaddis claimed was owed. And, there is no other evidence in the record supporting the $2,000 award. Thus, we conclude the Plaintiffs failed to present a prima facie case that Ms. Carpenter owed them this amount as to Crewz.

As to TBO, the trial court awarded the Plaintiffs $2,500 in damages. However, during her testimony, Ms. Gaddis indicated that Ms. Carpenter paid the Plaintiffs $725 for

[5] Ms. Swindle's testimony basically consisted of agreement that her testimony would be consistent with Ms. Gaddis' testimony.

payments actually made for TBO and still owed them $1,775 for future payments that would be made toward TBO. Thus, the $2,500 awarded by the trial court does not match the $1,775 Ms. Gaddis claimed was owed. And, there is no other evidence in the record supporting the $2,500 award. Thus, we conclude the Plaintiffs failed to present a prima facie case that Ms. Carpenter owed this amount as to TBO.

As to Joplin, the trial court awarded the Plaintiffs $3,500 in damages. At the hearing, Ms. Gaddis testified that the parties' arrangement as to Joplin (apparently an oral contract not reduced to writing) was the same as that for CoCo – that is, the parties co-owned Joplin and would split any profits relating to future breeding rights. She also testified that the Plaintiffs paid $3,500 for their interest in Joplin and that Joplin lives with Ms. Carpenter. The Plaintiffs have not alleged, nor did Ms. Gaddis testify as to, how Ms. Carpenter breached the alleged oral contract as to Joplin's co-ownership. Without evidence of a breach, no damages are owed. *See Garco*, 12 So.3d at 391. However, even assuming a breach, to obtain a default judgment, prima facie proof of a verbal contract and payment of the purchase price requires testimony from one credible witness and other corroborating evidence. *See* La. C.C. art. 1846; *Carrier Limousine Service, Inc. v. Johnson*, 547 So.2d 21, 24 (La. App. 4 Cir. 1989). Although a party may offer his own testimony in support of such claim, the other circumstances that corroborate the claim must come from a source other than the plaintiff. *Madere v. Adda Carpet and Flooring*, 2000-194 (La. App. 5 Cir. 9/26/00), 770 So.2d 828, 830. In this case, Ms. Gaddis' testimony is the only evidence the Plaintiffs presented to prove they had a contract with Ms. Carpenter whereby they co-owned Joplin, would split any profits, and that the Plaintiffs had paid $3,500 for their interest in Joplin. This is insufficient to establish a prima facie case that Ms. Carpenter owed the Plaintiffs $3,500 for their interest in Joplin. *See Madere*, 770 So.2d at 830.

As to Koi Boi's future stud fees, the trial court awarded the Plaintiffs $5,000. At the hearing, Ms. Gaddis identified Exhibit C as the contract whereby the Plaintiffs and Ms. Carpenter sold Koi-Boi (identified as the "rojo-tan koi") to Paul and Shae Cummins Stevens for $7,500. In the "Additional agreements" section of the contract, there is a handwritten notation stating, "We co-own breeding rights. All stud fees ... are to be split

50/50." Notably, the contract does not identify which of the parties to the contract constitute the "We" who is entitled to split the stud fees – that is, it is unclear whether the sellers/buyers or the sellers alone are entitled to split stud fees. At the hearing, Ms. Gaddis identified the undated contract and indicated that the Plaintiffs were entitled to future stud fees related to Koi Boi. She testified that a typical stud fee for a dog of Koi Boi's breeding was $1,500-$2,000, and Koi Boi would stand at stud an average of five times over his lifetime. Based on these figures resulting in a total of $10,000 in future stud fees, she agreed with her attorney's calculation that the Plaintiffs would be entitled to $5,000 in Koi Boi's future stud fees. Although Exhibit C provides some corroboration for Ms. Gaddis' testimony, we find her testimony to be speculative and insufficient evidence that the Plaintiffs alone are entitled to 50% of Koi Boi's stud fees or that Koi Boi will actually produce $10,000 in future stud fees. A party seeking a default judgment cannot claim damages based on speculation or conjecture. *KPAX, LLC v. Viking Concrete Floors, LLC*, 2023-0114 (La. App. 1 Cir. 9/15/23), 2023 WL 5994212, *2. Thus, the Plaintiffs have not established a prima facie case that Ms. Carpenter owed them $5,000 in Koi Boi's future stud fees.

In sum, we reverse the default judgment in this case because: (1) it differs in kind from that demanded in the Plaintiffs' petition as to ownership and AKC registration of CoCo, Alex, and Remi; and (2) the Plaintiffs failed to establish a prima facie case that they were entitled to $13,000 in damages as the amount properly due as a remedy for Ms. Carpenter's breach of contracts as to Coco and Joplin, including damages related to Crewz, TBO, and Koi Boi. The trial court manifestly erred in determining the Plaintiffs' offered sufficient evidence to support the default judgment in this case.

CONCLUSION

For the above reasons, we reverse the July 2, 2025 judgment rendered in favor of Traci D. Swindle and Keelie M. Gaddis and against Lacey Collingsworth Carpenter, individually and D/B/A Honky Tonk Frenchies, LLC. We assess costs of the appeal to Traci D. Swindle and Keelie M. Gaddis.

REVERSED.