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STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2026 CA 0103

TOWER CREDIT, INC.

VERSUS

TYNISHA HAYES

JUDGMENT RENDERED: SEP 23 2026

* * * * *

On Appeal from the City Court of Baton Rouge
In and for the Parish of East Baton Rouge
State of Louisiana
Docket No. 14-00302-E • Division E

Honorable Judy Moore Vendetto, Judge Presiding

* * * * *

Richard D. Bankston
Baton Rouge, Louisiana

Counsel for Plaintiff-Appellee,
Tower Credit, Inc.

Tynisha Hayes
Baton Rouge, Louisiana

In Proper Person

* * * * *

BEFORE: WOLFE, STROMBERG, AND BALFOUR, JJ.

BALFOUR, J.

A judgment debtor appeals a judgment ordering the garnishment of her wages. For the reasons that follow, we affirm.

FACTS AND PROCEDURAL HISTORY

In 2012, Tynisha Hayes obtained two loans from Tower Credit, Inc. (“Tower”) to purchase a vehicle. In exchange, Hayes executed two promissory notes, which were secured by the vehicle. In January 2014, Tower filed suit on the promissory notes in the City Court of Baton Rouge seeking judgment in its favor, and against Hayes, for the unpaid balance on the promissory notes, plus interest from the date of judicial demand, attorney’s fees, and costs. Hayes was served with Tower’s petition on June 26, 2014. On August 25, 2014, Tower obtained a default judgment against Hayes. Hayes was served with a copy of the August 25, 2014 judgment. Thereafter, Tower attempted to collect on the August 25, 2014 judgment, obtaining a judgment debtor examination and two garnishment judgments against Hayes’s previous employers. On March 28, 2024, Tower filed a motion to revive the August 25, 2014 judgment. On April 5, 2024, the trial court granted the motion and the August 25, 2014 judgment was revived.

On December 23, 2024, Tower filed a petition for garnishment against Beacon Behavioral Services LLC (“Beacon”), alleging Hayes was currently employed by Beacon. Attached to Tower’s petition were garnishment interrogatories and Tower requested that the trial court issue an order requiring Beacon to answer the interrogatories. On January 28, 2025, the trial court ordered Beacon to answer the garnishment interrogatories filed by Tower within 30 days from service of process. On February 6, 2025, a writ of *fieri facias* was issued, commanding the Baton Rouge City Constable to seize Hayes’s property.

On February 20, 2025, Hayes, a *pro se* litigant, filed an “Affidavit of Fact In Opposition to Tower Credit Garnishment Suit Number 14_00302 Div: “E” Tower

Credit has No Right to Additional Money Payments” (“Hayes’s Affidavit”). Therein, Hayes stated that after she defaulted on the promissory notes, she voluntarily surrendered the vehicle used to secure the promissory notes to Tower to satisfy the outstanding debt. Hayes stated that the vehicle “was in very good shape” when surrendered and alleged that Tower “promised that before they sold my car, they would let me know what the appraised value was at the time of sale” so she could bid on the vehicle. Hayes’s Affidavit does not contain a request for service or a certificate indicating that Hayes provided counsel for Tower with a copy of the filing.

On February 25, 2025, Hayes filed a “Rule to Show Cause Why the Garnishment Judgment in the Above Matter Should be Declared Null and Void as a Matter of Law, Request for Temporary [Restraining] Order, and Preliminary Injunction” (“Rule to Show Cause”). Hayes argued Tower is not entitled to garnish her wages because it “did not give [her] proper credit for [her] car that was voluntarily returned to Tower[.]” Hayes sought the issuance of a temporary restraining order enjoining the garnishment of her wages from Beacon. Hayes also requested that the trial court set a hearing to consider “the merits of [her] claim that the Garnishment Judgment is null and void as a matter of law base[d] on the facts following an answer from Tower[.]” Hayes further sought a hearing on her request for a temporary or permanent restraining order to prevent the garnishment of her wages from Beacon. The proposed order attached to the Rule to Show Cause, which was denied by the trial court, provides, in pertinent part:

IT IS ORDERED, That, a Temporary Restraining Order issue in this matter immediately stopping the Garnishment of Tynisha Hayes payroll money from property in the possession of BEACON BEHAVIORIAL SERVICES, LLC. Until further orders from this court.

IT IS FURTHER ORDERD, That, Tower Credit, Inc. answer the allegations in both the sworn affidavit filed by and on behalf of Tynisha Hayes and in the pleadings herein within (10) days of notice of these pleadings.

ADDITIONALLY, IT IS ORDERED, That, within (10) day of filing answers in this matter, this court will conduct a hearing to determine whether or not a preliminary and/or permanent injunction is needed in this matter.

So Ordered, on this _____ day of _____, 2025 in City Court, The City of Baton Rouge, Louisiana.

DENIEL
Date: 4-17-25
Judge, Division E
HONORABLE JUDGE

The Rule to Show Cause does not contain a request for service on Tower or a certificate indicating that Hayes provided counsel for Tower with a copy of the filing.¹

On February 25, 2025, the same day Hayes filed the Rule to Show Cause, Beacon filed answers to Tower's garnishment interrogatories, confirming Hayes was currently employed by Beacon. On April 17, 2025, the trial court signed a judgment granting Tower's petition for garnishment and ordering Beacon to deliver to the Baton Rouge City Constable 25% of Hayes's wages. Hayes now appeals.

DISCUSSION

On appeal, Hayes raises six assignments of error, in all of which she argues the trial court erred by denying her Rule to Show Cause and granting garnishment of her wages because Tower failed to appraise the vehicle she surrendered and give her adequate credit for the value of the vehicle. In her first and second assignments of error, Hayes argues the trial court should have held a hearing on her Rule to Show

¹ Counsel for Tower states that he was never provided a copy or notice of Hayes' Affidavit or the Rule to Show Cause.

Cause before denying it and rendering the garnishment judgment.² In her third and sixth assignments of error, Hayes argues the trial court should have quashed the garnishment based on the statements in Hayes's Affidavit regarding the value of the vehicle and the fact Tower did not provide her with an appraisal. In her fourth and fifth assignments of error, Hayes argues the August 25, 2014 judgment is null and void, and was obtained by fraud or ill practices, because the record does not indicate that the vehicle she surrendered was appraised before a public sale.

Under the law of this state, a garnishment proceeding is nothing more than a streamlined legal process for a creditor's seizing property of a judgment debtor in the hands of a third party. *Tower Credit, Inc. v. Carpenter*, 2001-2875 (La. 9/4/02), 825 So. 2d 1125, 1127. Louisiana Code of Civil Procedure articles 2411 through 2417 govern garnishment proceedings in general. Garnishment of a debtor's wages is a procedure specifically governed by La. R.S. 13:3921, *et seq.*, along with the general provisions found in the Code of Civil Procedure. *Dads BR1, L.L.C. v. Conner*, 2022-0141 (La. App. 1 Cir. 9/16/22), 352 So. 3d 1012, 1014. Louisiana Code of Civil Procedure article 2411(A) provides:

The judgment creditor, by petition and after the issuance of a writ of fieri facias, may cause a third person to be cited as a garnishee to declare under oath what property he has in his possession or under his control belonging to the judgment debtor and in what amount he is indebted to him, even though the debt may not be due. He may require the third person to answer categorically and under oath the interrogatories annexed to the petition within the delay provided by Article 2412.

Service upon the garnishee of the petition, citation, and interrogatories operates to seize any property of, or credit due, the judgment debtor held by the garnishee at the

² The trial court's denial of the order attached to the Rule to Show Cause is an interlocutory ruling. An interlocutory judgment is appealable only when expressly provided by law. La. C.C.P. art. 2083(C). However, interlocutory rulings are subject to review on appeal when a final, appealable judgment has been rendered in the case. *Smith v. Dirt Cheap of Louisiana, LLC*, 2023-0808 (La. App. 1 Cir. 3/22/24), 387 So. 3d 662, 665 n.3. The trial court's garnishment judgment is a final, appealable judgment as it resolves the merits of the garnishment proceeding. *See* La. C.C.P. art. 1841; *see also Ascension Credit Union v. Babin*, 2014-1653 (La. App. 1 Cir. 11/6/15), 183 So. 3d 544, 548 (wherein this Court explained that a judgment denying a motion for *pro confesso* in a garnishment proceeding was a final, appealable judgment because it disposed of the garnishee's involvement in the suit).

moment of service, though the amount and kind of such property will not be known until the garnishee answers. *Carpenter*, 825 So. 2d at 1128; *also see* La. C.C.P. art. 2411(B).

Herein, there is no indication that Tower failed to follow the required procedure to garnish Hayes's wages. The Rule to Show Cause does not allege an issue with the garnishment procedure itself, but asserts the underlying default judgment, the August 25, 2014 judgment, is a nullity. The August 25, 2014 judgment is a final judgment. The nullity of a final judgment may be demanded for vices of either form or substance, as provided in La. C.C.P. arts. 2002 through 2006. La. C.C.P. art. 2001. An action for nullity based on vices of form may be asserted collaterally and raised at any time.³ La. C.C.P. art. 2002; *Smith v. LeBlanc*, 2006-0041 (La. App. 1 Cir. 8/15/07), 966 So. 2d 66, 71. A judgment is an absolute nullity when there exists a vice of form. *See* La. C.C.P. art. 2002, Official Revision Comments--1960, comment (f).

An action to annul a judgment for fraud or ill practices must be brought within one year of the discovery of the fraud or ill practices by the plaintiff in a nullity action. La. C.C.P. art. 2004(B). A final judgment obtained by fraud or ill practices is not an absolute nullity; the nullity must be properly decreed within the time prescribed. *Smith*, 966 So. 2d at 71; *see* La. C.C.P. art. 2004(B). A party praying for the nullity of a relatively null judgment must bring her action by means of a petition, and the adverse party must be cited to appear, as in ordinary suits. *Smith*, 966 So. 2d at 72. An action for nullity of a final judgment, alleging fraud or ill practices pursuant to La. C.C.P. art. 2004, must be brought in an ordinary proceeding; there is no authority in law to bring such an action in a summary

³ A final judgment shall be annulled for vices of form if it is rendered against an incompetent person not represented as required by law; or against a defendant who has not been served with process as required by law and who has not waived objection to jurisdiction, or against whom a valid default judgment has not been taken; or by a court which does not have jurisdiction over the subject matter of the suit. La. C.C.P. art. 2002(A).

proceeding. A direct action can be brought by filing a separate proceeding or by the filing of a pleading in the same proceeding as that in which the offending judgment was rendered. *Smith*, 966 So. 2d at 72.

Hayes argues in her brief, as she did below, that the August 25, 2014 judgment is null based on fraud or ill practices. There is no allegation in her brief to this Court, or in the proceedings below, that the August 25, 2014 judgment is an absolute nullity. *See* La. C.C.P. art. 2002(A). Accordingly, Hayes asserts the August 25, 2014 judgment is a relative nullity. *See* La. C.C.P. art. 2004. Such claims are properly raised in a petition or pleading, and not a summary proceeding, such as a rule to show cause. Therefore, Hayes failed to properly raise her claim that the August 25, 2014 judgment is a relative nullity.⁴ *See Smith*, 966 So. 2d at 72.

We further note that the trial court did not deny or dismiss Hayes's nullity claims. The trial court, by denying the order attached to the Rule to Show Cause, merely denied Hayes's request for a temporary restraining order, her request that Tower be ordered to answer the allegations in Hayes's Affidavit (which it had not received), and that a hearing be scheduled within ten days to determine whether a preliminary or permanent injunction should be issued. Hayes's request for review of the trial court's denial of a temporary restraining order is not properly before this Court. *See Zachary Mitigation Area, LLC v. Tangipahoa Parish Council*, 2016-1675 (La. App. 1 Cir. 9/21/17), 231 So. 3d 687, 692 ("Louisiana jurisprudence has consistently held that an appellate court has no authority on appeal to consider the propriety of the trial court judgment refusing to grant or dissolve a temporary

⁴ Hayes also argues on appeal that the failure of Tower to have the vehicle appraised and the excess amount credited towards Hayes' debt violated the Louisiana Unfair Trade Practices Act (LUTPA), La. R.S. 51:1401, *et seq.* This issue was not raised below, and appellate courts will not consider issues that were not raised in the pleadings, were not addressed by the trial court, or are raised for the first time on appeal. *See Sagona v. Sagona*, 2021-0872 (La. App. 1 Cir. 4/8/22), 341 So. 3d 839, 841 (*citing* Uniform Rules-Courts of Appeal, Rule 1-3). Additionally, to the extent Hayes alleges a LUTPA violation to support her allegation that the August 25, 2014 judgment is a relative nullity based on fraud or ill practices, such a claim would need to be raised in a proper pleading. *See Smith*, 966 So. 2d at 72.

restraining order.”) Additionally, as Hayes failed to provide Tower with notice of her request for a preliminary injunction, we find the trial court did not err by denying her request that a hearing be scheduled. *See* La. C.C.P. art. 3602 (“An application for a preliminary injunction shall be assigned for hearing not less than two nor more than ten days after service of the notice.”). As there is no indication that the garnishment proceedings were improper, and Hayes’s nullity claim was not properly raised in the trial court proceedings, we find the assignments of error raised by Hayes are without merit.

CONCLUSION

For the foregoing reasons, the trial court’s April 17, 2025 judgment granting Tower Credit, Inc.’s petition for garnishment against Beacon Behavioral Support Services LLC and ordering garnishment of Tynisha Hayes’s wages is affirmed. Costs of this appeal are assessed to Tynisha Hayes.

AFFIRMED.