

JASMIJN BOL

VERSUS

BREDA, LLC

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NO. 2026-CA-0137

COURT OF APPEAL

FOURTH CIRCUIT

STATE OF LOUISIANA

APPEAL FROM

CIVIL DISTRICT COURT, ORLEANS PARISH

NO. 2021-03245, DIVISION “M”

Honorable Paulette R. Irons, Judge

Judge Daniel L. Dysart

(Court composed of Chief Judge Roland L. Belsome, Judge Daniel L. Dysart, Judge Paula A. Brown)

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VACATED AND REMANDED
OCTOBER 21, 2026

DLD
RLB
PAB

This case involves the judicial dissolution of a limited liability company, Breda, LLC. The parties to this appeal are the two members of Breda, LLC, Michael Schexnayder, the appellant herein, and Jasmijn Bol, the appellee herein. The judgment appealed from granted the motion filed by Patrick Gros, the court-appointed liquidator, to approve his final report and proposed distribution, and to discharge and release him following his filing of the final notice of dissolution. For reasons that follow, we vacate the judgment of the trial court and remand this matter for further proceedings.

FACTS AND PROCEDURAL HISTORY¹

Breda, LLC was co-owned equally by its two members, Jasmijn Bol and Michael Schexnayder. Ms. Bol and Mr. Schexnayder had a personal relationship during which time they established Breda, LLC in 2016 as a vehicle for managing two rental properties they co-owned. The parties ended their personal relationship in late 2018, and began the process of separating their assets. On April 14, 2021,

¹ This appeal record also includes the records from the previous appeals in this matter. The records from those appeals, 2023-CA-0462 and 2024-CA-0715, were submitted as exhibits in the instant appeal.

Ms. Bol filed a petition against Breda, LLC, seeking judicial dissolution pursuant to La. R.S. 12:1335.² In her petition, Ms. Bol alleged that she had made several loans to capitalize the company during the parties' personal relationship, and that as of the date of the filing of the petition, Breda, LLC, through Mr. Schexnayder, had failed to make any repayment of those loans. The petition stated claims for breach of contract, or alternatively, unjust enrichment, dissolution pursuant to La. R.S. 12:1335 and damages.

Breda, LLC answered Ms. Bol's petition, asserting that the company operated through both members, and that there was no operating agreement that would allow one member or the other to be responsible for the company's actions. Ms. Bol then filed a motion for partial summary judgment, asking for judgment that she was a member of Breda, LLC, and was therefore entitled to demand its dissolution. Ms. Bol's motion for partial summary judgment was granted in part, holding that she was a member of Breda, LLC, but denied in part, holding that she was not entitled to an order of dissolution based on her motion for partial summary judgment.

Ms. Bol subsequently filed a motion for dissolution, reimbursement and appointment of a liquidator. She asked for an order dissolving Breda, LLC, reimbursing her for her share of the assets and appointing an independent administrator to administer the liquidation of Breda, LLC. Mr. Schexnayder

² La. R.S. 12:1335 states:

On application by or for a member, any court of competent jurisdiction may decree dissolution of a limited liability company whenever it is not reasonably practicable to carry on the business in conformity with the articles of organization or operating agreement.

opposed the motion. The trial court rendered judgment on March 23, 2023, granting the motion and ordering the dissolution of Breda, LLC. The court further ordered the appointment of Desiree Charbonnet as liquidator of the company, and empowered her to liquidate its assets, pay off debts and distribute the remaining assets to Ms. Bol and Mr. Schexnayder. The court ordered Mr. Schexnayder, as the former manager of Breda, LLC, to provide a full accounting of all income, expenses and assets of the company, and ordered Ms. Bol to provide all financial records she possessed that were related to the company. Both parties were ordered to comply with these orders within 45 days of the signing of the trial court's judgment. Breda, LLC appealed the trial court's judgment.

On appeal of that order, this Court initially reversed the trial court's judgment and remanded the matter for a full contradictory hearing, finding that the trial court erred in not conducting a full contradictory hearing on the merits and granting dissolution of Breda, LLC. However, on application for rehearing, this Court was presented with evidence that a full contradictory hearing had been conducted but was not reflected in the record. This Court ordered supplementation of the record with the transcript of that hearing, and considered the merits of the appeal. The application for rehearing was granted, and this Court affirmed the trial court's March 23, 2023 judgment. *Bol v. Breda, LLC*, 23-0462 (La.App. 4 Cir. 1/31/24), 382 So.3d 439, (on reh'g) (Feb. 28, 2024).

This matter came before this Court again following the trial court's granting of a joint motion to clarify and set the liquidator's powers and duties. The joint

motion was filed after the court-appointed liquidator, Ms. Charbonnet, filed an “*Ex Parte* Motion to Substitute Court Appointed Liquidator,” and the trial court appointed Patrick Gros as the substitute liquidator. The motion to clarify was filed jointly by Ms. Bol and Mr. Gros, in his capacity as liquidator of Breda, LLC. Mr. Schexnayder opposed the motion.

Prior to Ms. Charbonnet’s filing of her *Ex Parte* motion, she filed a motion for contempt against Mr. Schexnayder, asking that he be held in contempt and ordered to immediately provide requested information to her as liquidator. One of the items supporting her motion for contempt was Mr. Schexnayder’s alleged failure to comply with her request to disable the two-step authentication process needed for Ms. Charbonnet to access the Capital One bank account of Breda, LLC. She further noted that counsel for Ms. Bol had provided Ms. Charbonnet with notifications that reflected that the account was overdrawn at that time.

The trial court granted the joint motion to clarify and set the liquidator’s powers and duties as stated in the motion. Breda, LLC appealed the judgment granting the motion. This Court converted the appeal to a supervisory writ, granted the writ and denied relief. *Bol v. Breda*, 24-0715 (La.App. 4 Cir. 5/16/25), 414 So.3d 1086.

In the current matter, Mr. Schexnayder appealed the November 20, 2025 trial court judgment, which granted the motion filed by the liquidator, Mr. Gros, to approve his final report and proposed distribution, and also granted his motion to discharge and release the liquidator. Prior to the filing of this motion, the

liquidator oversaw the sale of the two rental properties owned by Breda, LLC. According to Mr. Gros and his attorney, attempts were made by them to obtain from Mr. Schexnayder, the former manager of Breda, LLC, underlying source documents, including bank statements, regarding the finances of Breda, LLC. In Mr. Gros' motion, he alleged that Mr. Schexnayder did not provide any bank information so Mr. Gros was not able to subpoena any banks for records. He further alleged that Ms. Bol did not know if the company had a bank account.

In the motion, Mr. Gros stated that following the liquidation of Breda, LLC's assets, he determined that the amount of the unreimbursed loans made to Breda, LLC by Ms. Bol exceeded the amount of the net proceeds available to distribute to the two members. Accordingly, he recommended in his report that all of the estimated net liquidation proceeds be paid to Ms. Bol. Mr. Gros also requested an adverse presumption as to all information requested by him from Mr. Schexnayder but not delivered to him.

Mr. Schexnayder opposed Mr. Gros' motion. In response to Mr. Gros' statement in the motion that "[b]ecause Mr. Schexnayder did not provide any bank information, Liquidator was not able to subpoena any banks for bank records. Ms. Bol did not know if the Company possessed a bank account...", Mr. Schexnayder argued that he assumed Mr. Gros was already in possession of the bank statements of Breda, LLC. His assumption was based on the fact that a list of items provided to the prior liquidator, Ms. Charbonnet, by Mr. Schexnayder's counsel on October 18, 2023 named Capital One Bank as the banking institution used by Breda, LLC,

and provided the username and password for the account. In an email dated November 27, 2023 from Ms. Charbonnet to counsel for both parties, she referenced the Capital One account and informed Mr. Schexnayder's counsel that it was necessary that Mr. Schexnayder disable the two-step authentication process to allow her to access the account. She also stated in that email that counsel for Ms. Bol had provided her with notifications that reflected that the account was overdrawn at that time.

Furthermore, Mr. Schexnayder claimed that at a contempt hearing on January 11, 2024,³ Ms. Charbonnet was provided with everything she needed to access the banking information of Breda, LLC. Mr. Schexnayder assumed that the information he provided to Ms. Charbonnet was given to Mr. Gros by Ms. Charbonnet when Mr. Gros was appointed as the substitute liquidator.

In challenging Ms. Bol's statement that she did not know if the company had a bank account, Mr. Schexnayder noted that the statements for the Breda, LLC account at Capital One were mailed to Ms. Bol's home address and Ms. Bol was given credit by Mr. Gros for payments on bank overdrafts. Mr. Schexnayder argued that the banking history of Breda, LLC is essential to a fair distribution of the remaining funds, and urged the trial court to conduct a contradictory hearing on the issue of the distribution of the funds after learning that neither liquidator obtained the company's banking records even though they knew or should have known they existed.

³ The transcript of the January 11, 2024 hearing is not in the record.

After discovering that Mr. Gros had prepared his final report without having the bank records, Mr. Schexnayder obtained Breda, LLC bank statements for January 2017 through March 2024, and attached them to his opposition. Also attached to his opposition are documents identified by Mr. Schexnayder as excerpts from Mr. Gros' final report.⁴ Included in one of the excerpts is the statement, "throughout the liquidation proceedings, there was no information to support the fact that the Company had a bank account open, nor which bank in which an account might exist."

Two hearings were held on Mr. Gros' motion to approve his final report and proposed distribution, and to discharge and release the liquidator. Following the second hearing, the trial court rendered judgment on November 20, 2025, granting Mr. Gros' motion. Mr. Schexnayder appealed the trial court judgment.

In reasons for judgment, the trial court rejected Mr. Schexnayder's request to compel the liquidator to analyze the banking information he submitted to the court after discovering it was not considered in Mr. Gros' report, and to produce a new report and proposed distribution. The court found that Mr. Schexnayder had demonstrated a history of resistance and reluctance to cooperate with the opposing party regarding the liquidation. The trial court stated:

Based on his actions, the Court finds that Mr. Schexnayder either deliberately failed to cooperate with the new liquidator or is at least interested in dragging on the liquidation process. The Court finds that extending the liquidation by compelling Mr. Gros to analyze the new banking information and generate a new report would cause an unnecessary delay and impose a financial strain on all involved

⁴ While the motion contains the proposed contents of Mr. Gros' final report, the final report itself is not in the record other than the above-mentioned excerpts.

parties. Mr. Schexnayder has had many opportunities to provide Mr. Gros with the requested information. The Court finds it disingenuous for him to suddenly produce the information only after discovering that the liquidator's report was not in his favor. As such, the Court will approve the liquidator's final report and his final distribution proposal.

On appeal, Mr. Schexnayder asserts two assignments of error:

- 1) The trial court's appointed liquidators failed to obtain Breda, LLC's bank statements, which were needed to properly trace the company's financial history; and
- 2) The trial court failed to recognize that, without bank statements, the reimbursement/distribution component of Mr. Gros' report was flawed, requiring that the remaining funds of Breda, LLC, be evenly divided between the co-owners.

DISCUSSION

“A court of appeal may not set aside a trial court's or a jury's finding of fact in the absence of ‘manifest error’ or unless it is ‘clearly wrong,’ and where there is a conflict in the testimony, reasonable evaluations of credibility and reasonable inferences of fact should not be disturbed upon review, even though the appellate court may feel that its own evaluations and inferences as are reasonable.” *Rosell v. ESCO*, 549 So.2d 840, 844 (La. 1989).

Mr. Schexnayder states in his appeal brief that he is only appealing the trial court's judgment as it relates to reimbursement and distribution of funds. We will address Mr. Schexnayder's two assignments of error together as they both allege error with the trial court's approval of Mr. Gros' final report given the fact that it was prepared without the bank statements of Breda, LLC.

While the record in the instant appeal and the records in the two prior appeals in this matter demonstrate a lack of full cooperation by Mr. Schexnayder in

this liquidation process, the fact remains that he provided the first liquidator, Ms. Charbonnet, with banking information for Breda, LLC. In an email exchange between Mr. Schexnayder's counsel and Ms. Charbonnet in October, 2023, Ms. Charbonnet requested and Mr. Schexnayder provided her with the bank name, Capital One, and username and password for the Breda, LLC bank account. In a motion for contempt filed by Ms. Charbonnet against Mr. Schexnayder on December 11, 2023,⁵ Ms. Charbonnet referred to the Capital One account and requested that Mr. Schexnayder take further steps to allow her to access the account.

At the November 18, 2025 hearing in the instant appeal, counsel for Mr. Schexnayder stated that at the January 2024 contempt hearing (prior to Mr. Gros' appointment as liquidator), problems that Ms. Charbonnet was having accessing the Capital One bank account were addressed and Mr. Schexnayder and his counsel were under the impression that Ms. Charbonnet was then able to access the account.⁶ Both parties have alleged that they did not have the bank statements in their possession when those were requested of them by Ms. Charbonnet.

Mr. Gros testified at both the August 21, 2025 and November 18, 2025 hearings. At the August hearing, he stated he first received the bank statements two weeks before that hearing. He said Ms. Bol provided information to him about

⁵ The motion for contempt is located in the record in one of the previous appeals in this matter, 2024-CA-0715.

⁶ The transcript of the January 11, 2024 contempt hearing is not included in the record. Mr. Schexnayder's counsel stated at the November 18, 2025 hearing that Ms. Charbonnet also needed a code to access the bank account online, and that Ms. Charbonnet was unaware that the code would have been sent to Ms. Bol's phone because she was the first name on the account.

Breda, LLC's finances through a ledger and receipts. He testified, "I have never seen the bank statements at all."

At the November 18, 2025 hearing, Mr. Gros testified that he met with Ms. Charbonnet after he was appointed as liquidator in March of 2024. He testified that she gave him all of the information that she said she had and detailed the liquidation process to him. He then hired a real estate professional and took the necessary steps to sell the two rental properties owned by Breda, LLC, and deposited the proceeds of those sales in his trust account. He identified all of the information relevant to his liquidation process, and these items were introduced into evidence. He stated that he completed his final report on May 15, 2025, and recommended that all of the net proceeds of the liquidation go to Ms. Bol based upon his review of the documents supplied by both parties. His final report was not admitted into evidence and is not contained in this appeal record (other than the excerpts attached to Mr. Schexnayder's opposition to Mr. Gros' motion to approve his final report and proposed distribution).

The following exchange occurred between Mr. Gros and his counsel:

Q. Did you request information from both Ms. Bol's counsel and Mr. Schexnayder's counsel regarding the financial state and affairs of the company?

A. Yes. In fact, the ideal situation is to get bank statements, but we did not get bank statements until August 6th.

When Mr. Gros was questioned about the email that counsel for Mr. Schexnayder sent to Ms. Charbonnet setting forth the bank name, username and password on the Breda, LLC bank account, Mr. Gros stated that he had not seen

this email until it was attached to Mr. Schexnayder's opposition to Mr. Gros' motion to approve his final report. The following exchange then occurred between counsel for Mr. Schexnayder and Mr. Gros:

Q. If you were presented with that information early on, would you have then sought the bank statements?

A. Oh, yes, sir. – I would have got them and I would have done just what - - I would have went through and probably created the books and figured out what the profit and loss was and where the money went and who distributed the money already and anything like that.

Q. And without that having been done we do not know what kind of impact it would have had on your bottom line in your report?

A. That is correct. I do not really know.

Mr. Gros testified that he was not aware of the January 11, 2024 contempt hearing, which was held prior to his appointment as liquidator.

He stated:

The only information I had when talking to Mr. Hussain [Ms. Bol's counsel] he mentioned that he had requested this type of information multiple times and that he did not receive it. I asked about bank accounts. It is the core behind the accounting. It is what we do in developing everything.

He also stated that when he asked about a bank account, he was told that Ms. Bol was not aware of one.

Mr. Gros was then asked:

Q. With the information if a liquidator is made aware and given the tools to access the bank account, then that is the duty of the liquidator, correct?

A. Yes, sir, it is.

When questioned again by his counsel, Mr. Gros was asked:

Q. Mr. Gros, when you took over the liquidation from Ms. Charbonnet, did you ask her for anything?

A. Yes. All documents she had and any records - - any bank records because that is critical.

M. Gros testified that when he went to Ms. Charbonnet's office, he received a thumb drive from Ms. Charbonnet's assistant, who told him it contained all of the documents that Ms. Charbonnet had relating to the liquidation. When he spoke to Ms. Charbonnet on the phone, they discussed bank records and she told him she did not have any bank records.

The record establishes that Mr. Schexnayder provided the first liquidator, Ms. Charbonnet, with information regarding the Breda, LLC bank account, including the bank name, Capital One, and the username and password for that account. While that information was evidently not sufficient to allow Ms. Charbonnet access to the account without further information, the record shows that she was made aware by Mr. Schexnayder that Breda, LLC had a bank account at Capital One. It is undisputed that Mr. Gros was not provided with any information regarding that bank account or even whether or not a bank account existed for Breda, LLC.

We find that it was reasonable for Mr. Schexnayder and his counsel to assume that the information they provided to Ms. Charbonnet regarding the Capital One account was forwarded to Mr. Gros after his appointment as the substitute liquidator. While the information they provided may have been incomplete, it was sufficient to alert Ms. Charbonnet of the existence of a bank account. This

information was not provided to Mr. Gros even though, according to Mr. Gros, he specifically asked Ms. Charbonnet about bank records.

Furthermore, as detailed above, the testimony of Mr. Gros demonstrates that examination of a company's banking records is an essential element of a proper liquidation and distribution process. His testimony included statements that "the ideal situation is to get bank statements," and that bank statements are "the core behind the accounting." He also testified that he asked Ms. Charbonnet for "[a]ll documents she had and any records - - any bank records because that is critical." Additionally, he acknowledged that he did not know what impact the bank statements would have had on his report.

Based on the record before us, we find that the trial court erred in approving Mr. Gros' final report and proposed distribution at this time. We further find that an extension of the liquidation process to have Mr. Gros analyze the Breda, LLC banking information and generate a new report is necessary for a fair distribution of the remaining funds.

CONCLUSION

For the reasons stated above, we find the trial court erred in granting the motion of the court-appointed liquidator to approve his final report and proposed distribution, and discharging and releasing the liquidator. Accordingly, we vacate the judgment of the trial court and remand this matter for further proceedings consistent with this opinion.

VACATED AND REMANDED