

CHARLENE CHAPUIS	*	NO. 2026-CA-0268
VERSUS	*	COURT OF APPEAL
LOUISIANA STADIUM AND EXPOSITION DISTRICT D/B/A SMOOTHIE KING CENTER AND ASM GLOBAL LC, LLC	*	FOURTH CIRCUIT
	*	STATE OF LOUISIANA

* * * * *

APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 2024-10154, DIVISION “I-14”
Honorable Lori Jupiter, Judge
* * * * *

Judge Rachael D. Johnson
* * * * *

(Court composed of Judge Joy Cossich Lobrano, Judge Tiffany Gautier Chase,
Judge Rachael D. Johnson)

LOBRANO, J., CONCURS IN THE RESULT

Jonathan M. Lee
George B. Recile
CHEHARDY SHERMAN WILLIAMS RECILE & HAYES, LLP
One Galleria Boulevard
Suite 1100
Metairie, LA 70001

COUNSEL FOR PLAINTIFF/APPELLANT

D. Scott Rainwater
Bailey Cranford Burke
TAYLOR WELLONS POLITZ & DUHE, LLC
4041 Essen Lane, Suite 500
Baton Rouge, LA 70809

COUNSEL FOR DEFENDANT/APPELLEE

AFFIRMED
OCTOBER 21, 2026

Appellant, plaintiff Charlene Chapuis, seeks review of the January 20, 2026 judgment, granting Appellee, defendant Louisiana Stadium and Exposition District d/b/a Smoothie King Center’s (“LSED”), Motion for Summary Judgment and dismissing her claims. For the reasons that follow, we affirm.

FACTS AND PROCEDURAL HISTORY

This is a premises liability matter. In 2024, Ms. Chapuis sued LSED—a political subdivision of the state of Louisiana that is the statutory owner of the Smoothie King Center (“Center”) in New Orleans—and ASM Global LC, LLC (“ASM”), raising negligence and premises liability claims. Ms. Chapuis claimed that in September 2024, while working for SMG, an ASM subsidiary, that she tripped, fell down some steps and injured herself in the Center while working during a Jelly Roll concert.¹ Ms. Chapuis alleged that she fell suddenly and without warning due to poor lighting and because the stairs are steep in the Center.

After filing an answer, LSED moved for summary judgment, asserting that pursuant to a case that is factually analogous, *Gardner v. La. Superdome*, 13-1548 (La.App. 4 Cir. 5/7/14), 144 So.3d 1105, there is no genuine issue of material fact

¹ Ms. Chapuis also filed a worker’s compensation lawsuit.

as to its liability for Ms. Chapuis' injuries because LSED did not have custody of the Center and did not have knowledge of any dangerous conditions. Alternatively, it argued that it was entitled to dismissal based on workers' compensation immunity.

The motion for summary judgment was heard at a January 8, 2026 hearing. At the conclusion of the hearing, the district court, applying *Gardner*, orally granted LSED's motion for summary judgment. The district court later rendered judgment on January 20, 2026, in conformity with its oral ruling.

This timely appeal followed. Ms. Chapuis' sole assignment of error on appeal is whether the district court legally erred in granting LSED's motion for summary judgment.

STANDARD OF REVIEW AND APPLICABLE LAW

"The summary judgment procedure is designed to secure the just, speedy, and inexpensive determination of every action, except those disallowed by Article 969. The procedure is favored and shall be construed to accomplish these ends." La. Code Civ. Proc. art. 966(A)(2). When the parties have had an "opportunity for adequate discovery, a motion for summary judgment shall be granted if the motion, memorandum, and supporting documents show that there is no genuine issue as to material fact and that the mover is entitled to judgment as a matter of law." La. Code Civ. Proc. art. 966(A)(3). To support or contest a motion for summary judgment, the parties are allowed to file or reference "pleadings, memoranda, affidavits, depositions, answers to interrogatories, certified medical records, certified copies of public documents or public records, certified copies of insurance policies, authentic acts, private acts duly acknowledged, promissory notes and

assignments thereof, written stipulations, and admissions.” La. Code Civ. Proc. art. 966(A)(4).

The mover bears the burden of proof. La. Code Civ. Proc. art. 966(D)(1). “Nevertheless, if the mover will not bear the burden of proof at trial on the issue that is before the court on the motion for summary judgment, the mover’s burden on the motion does not require him to negate all essential elements of the adverse party’s claim, action, or defense, but rather to point out to the court the absence of factual support for one or more elements essential to the adverse party’s claim, action, or defense.” *Id.* The adverse party is tasked with producing “factual support sufficient to establish the existence of a genuine issue of material fact or that the mover is not entitled to judgment as a matter of law.” *Id.*

Appellate courts apply a *de novo* standard of review, using the same criteria applied by district courts, when determining whether summary judgment is appropriate. *Gardner*, 13-1548, p. 5 (La.App. 4 Cir. 5/7/14), 144 So.3d 1105, 1107–08 (citing *Fleming v. Hilton Hotels Corp.*, 99-1996, p. 2 (La.App. 4 Cir. 7/12/00), 774 So.2d 174, 176). Here, Ms. Chapuis avers that the district court legally erred in granting LSED’s motion. Legal errors are prejudicial errors that occur when district courts apply incorrect legal principles:

“Legal errors are prejudicial when they materially affect the outcome and deprive a party of substantial rights.” *Deutsche Bank Nat’l Tr. Co. as Tr. for Ameriquist Mortg. Sec. Inc. v. Price*, 21-0430, p. 6 (La.App. 4 Cir. 12/15/21), 333 So.3d 1280, 1284. Prejudicial errors are reversible errors, whereas an error that is not prejudicial is a harmless error that is not reversible. *Nielsen v. Nielsen*, 55,447, p. 7 (La.App. 2 Cir. 11/22/23), 375 So.3d 1042, 1048 (citation omitted). “When such a prejudicial error of law skews the trial court’s finding of a material issue of fact and causes it to pretermite other issues, the appellate court is required, if it can, to render judgment on the record by applying the correct law and determining the essential material facts *de novo*.” *Id.* (quoting *Key v. Monroe City Sch. Bd.*, 45,096 (La.App. 2 Cir. 3/10/10), 32 So.3d 1144).

Jackson's Landing N. v. Phillips, 23-0782, p. 3 (La.App. 4 Cir. 5/13/24), 390 So.3d 948, 950.

DISCUSSION

In its motion for summary judgment, LSED argues, pursuant to *Gardner*, that as an unstaffed public entity it cannot be liable for Ms. Chapuis' injuries because LSED did not have custody and control of the Center. It further avers that it did not have notice of the alleged defect. LSED asserts that it contracts with a private management company, SMG, to operate the Center. In support of its motion, LSED submitted its Vice Chair, Hilary H. Landry's affidavit, wherein she attested to the following:

- LSED is the statutory owner of the Center, but LSED is unstaffed and has delegated management and full operational control of the Center to SMG;
- since 1977, the State has contracted with SMG to manage and operate the Superdome and the Center;²
- at the time of the incident, the daily operation of the Center—including the maintenance of the stairs and lighting—was SMG's contractual responsibility and was performed exclusively by SMG;
- LSED was not involved with the Center's stairs and lighting;
- stair and lighting issues at the Center would not have been reported to LSED, which did not have notice of any kind about any defects with the stairs or lighting at the time of the accident giving rise to this suit; and
- LSED had no responsibility to maintain the steps or the lighting in the Center.

² Attached to the affidavit was the Addendum Management Agreement in place between LSED and SMG at the time of the accident.

In opposition to the motion, Ms. Chapuis argues that the LSED is liable for negligence despite La. Rev. Stat. 9:2800 and LSED's contract with SMG. She contends that LSED failed to produce sufficient evidence establishing that it does not have custody or control of the Center. She further avers that the defect in question existed for a substantial period indicating that LSED had constructive knowledge of the defect but failed to remedy it. She also contends that LSED is not immune from liability under the Louisiana Workers' Compensation Act. Alternatively, she asserts that summary judgment is premature because LSED's corporate deposition still needs to be conducted.

CARE AND CUSTODY

Our jurisprudence recognizes that LSED is a public entity. *Gardner*, 13-1548, p. 5, 144 So.3d at 1108. Louisiana Revised Statute 9:2800 governs the liability of public bodies for damages caused by the condition of things within their custody and control:

A. A public entity is responsible under Civil Code Article 2317 for damages caused by the condition of buildings within its care and custody.

* * * * *

C. ... [N]o person shall have a cause of action based solely upon liability imposed under Civil Code Article 2317 against a public entity for damages caused by the condition of things within its care and custody unless the public entity had actual or constructive notice of the particular vice or defect which caused the damage prior to the occurrence, and the public entity has had a reasonable opportunity to remedy the defect and has failed to do so.

D. Constructive notice shall mean the existence of facts which infer actual knowledge.

E. A public entity that responds to or makes an examination or inspection of any public site or area in response to reports or complaints of a defective condition on property of which the entity has no ownership or control and that takes steps to forewarn or alert the public of such defective condition, such as erecting barricades or

warning devices in or adjacent to an area, does not thereby gain custody, control, or garde of the area or assume a duty to prevent personal injury, wrongful death, property damage, or other loss as to render the public entity liable unless it is shown that the entity failed to notify the public entity which does have care and custody of the property of the defect within a reasonable length of time.

In *Gardner*, the plaintiff allegedly injured himself after slipping and falling on steps in the Superdome. The plaintiff sued LSED, alleging that “his injuries were the result of the defendant’s ‘gross and wanton negligence,’ comprised of eighteen specific negligent acts and/or omissions, including ‘[a]llowing a dangerous condition to exist’ and failing to ‘make any attempt to remove the accumulation of water from the steps.’” *Id.*, 13-1548, p. 2, 144 So.3d at 1106.

The district court later granted LSED’s motion for summary judgment wherein LSED argued that it was not liable pursuant to La. Rev. Stat. 9:2800 because “no care, custody or control of the facility had been contracted out to another entity, SMG.” *Id.*, 13-1548, pp. 3-7, 144 So.3d at 1106-09. Alternatively, LSED averred that “it had no actual or constructive notice of water present on [the steps] and/or the slippery condition of the steps that allegedly caused” the plaintiff’s fall. *Id.*, 13-1548, p. 7, 144 So.3d at 1109. LSED supported its motion with an affidavit from its chairman, who attested to: LSED being a political subdivision of the state of Louisiana—consisting of a seven-member Governor-appointed board—that does not have staff or employees; LSED being the Superdome’s statutory owner, but all event management and daily operations of the Superdome is contractually the responsibility of SMG; LSED had no responsibility for or involvement with the steps at issue; the accident would not have been reported to LSED, which does not have representatives or employees on

site to respond; and LSED has no files, business records, reports or documents related to plaintiff's accident. *Id.*, 13-1548, p. 7-8, 144 So.3d at 1109.

Plaintiff appealed arguing that genuine issues of material fact existed as to LSED's liability. *Id.*, 13-1548, p. 4, 144 So.3d at 1107. The *Gardner* Court granted the motion for summary judgment, reasoning that LSED's chairman's affidavit shifted the burden of proof to the plaintiff, who failed to submit any evidence contradicting LSED's evidence. *Id.*, 13-1548, p. 8, 144 So.3d at 1109-10. This Court further found that plaintiff failed to establish any legal support for his assertion that LSED cannot contract away its legal obligation. *Id.*

Here, LSED similarly supported its claim that it did not have care or custody of the Center, pursuant to La. Rev. Stat. 9:2800 at the time of Ms. Chapuis' accident, with Ms. Landry's affidavit and its attachment, a June 23, 2022 Addendum to Management Agreement. We note that the first section of the addendum states that SMG has the authority to manage and operate the Center "under a Management Agreement dated June 13, 1977, between the State of Louisiana and HMC Management Corporation" and a series of amendments. Ms. Landry's affidavit and the production of the addendum to the Management Agreement shifted the burden of proof to Ms. Chapuis to establish that there is a genuine issue of material fact as to whether LSED had care and custody of the Center. Ms. Chapuis did not offer any evidence to rebut the affidavit. Therefore, we find that LSED prevailed in establishing that genuine issue of material fact does not exist as whether LSED had care and control over the Center. LSED proved that there was an "absence of factual support for one or more elements essential" to Ms. Chapuis's negligence and premises liability claims. La. Code Civ. Proc. art. 966(D)(1).

DECREE

For the foregoing reasons, we affirm the January 20, 2026 district court judgment, granting LSED's Motion for Summary Judgment and dismissing Ms. Chapuis' claims.

AFFIRMED