

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2025 CA 0541

SPIRES OF SHERWOOD OWNER, LLC

VERSUS

JACKIE BAKER, JOSEPH BAKER AND FIRST AMERICAN PROPERTY  
& CASUALTY INSURANCE COMPANY

*WILP*  
*CHH*  
Judgment Rendered: JAN 23 2026

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Appealed from the 19<sup>th</sup> Judicial District Court  
In and for the Parish of East Baton Rouge  
State of Louisiana  
Suit No. C693453  
Honorable Kelly Balfour, Judge Presiding

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BEFORE: LANIER, WOLFE, AND HESTER, JJ.

**LANIER, J.**

In this suit by the plaintiff/appellee, Spires of Sherwood Owner, LLC (Spires of Sherwood), against the defendant/appellant, First American Property & Casualty Insurance Company (First American), the Nineteenth Judicial District Court, pursuant to a bench verdict, rendered judgment in favor of Spires of Sherwood and awarded \$96,143.00 in damages. For the following reasons, we affirm.

**FACTS AND PROCEDURAL HISTORY**

Spires of Sherwood, owner of Spires of Sherwood Apartments, filed a Petition for Damages on January 31, 2020, naming Jackie Baker, Joseph Baker, and First American as defendants. The petition alleges that on June 19, 2019, the Bakers were tenants of Spires of Sherwood when a fire occurred in their apartment, resulting in damage to it and neighboring apartments. The petition further alleged that an investigation determined that the fire was caused by the negligent ignition of combustible materials by the Bakers. Lastly, the petition alleged that at the time of the fire, First American had issued an insurance policy to the Bakers, providing liability coverage for the fire and resulting damage.

The parties jointly stipulated that First American had provided liability insurance at the time of the fire. The parties further agreed to trial by submission in lieu of live testimony and argument and agreed to submit trial memoranda and evidence for the district court's consideration. In its written reasons, the district court stated:

Defendant Jackie Baker was a tenant at the Plaintiff's apartment complex. She had a valid renter's policy with [First American]. On June 19, 2019, a fire broke out in her apartment causing damage to her apartment along with adjacent apartments. A joint investigation, which included both Plaintiff and Defendant hiring fire investigators, determined that the fire broke out in the bedroom of her son, Joseph Baker, and in particular near the head of his bed. All other possible ignition sources were eliminated by the investigators other than human activity.[<sup>1</sup>]

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<sup>1</sup> No testimony or statements from Joseph were submitted for the district court's consideration.

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The Court, after reviewing the evidence, stipulations and argument of the parties, finds that it is more probable than not that the [Bakers are] responsible for the fire and resulting damages and as such finds in favor of Plaintiff and against defendants in the stipulated amount of \$96,143[.00].<sup>[2]</sup>

On October 22, 2025, the district court signed an amended judgment in favor of Spires of Sherwood and against the defendants, holding them solidarily liable for the sum of \$96,143.00. First American has appealed this judgment.<sup>3</sup>

### **ASSIGNMENTS OF ERROR**

First American submits the following assignments of error:

1. The district court's conclusion that it was more likely than not that the Bakers negligently caused the fire was manifestly erroneous in that (1) no reasonable factual basis existed for that finding, and (2) the record establishes that the fact finder is clearly wrong.
2. The district court erred in permitting Spires of Sherwood's expert causation witness to offer undisclosed opinions, which substantially differed from the opinions disclosed in his expert report.
3. The district court erred in finding in favor of Spires of Sherwood based solely on circumstantial evidence, even though the doctrine of *res ipsa loquitur* was neither pled nor applicable.

### **STANDARD OF REVIEW**

The appropriate standard of review by an appellate court is the manifest error-clearly wrong standard, pursuant to which an appellate court cannot set aside a district court's finding of fact unless the finding is "clearly wrong" in light of the record reviewed in its entirety. In reversing a district court's factual conclusions with regard to causation, the appellate court must find that there is no reasonable factual basis for the district court's conclusion, such that it is "clearly wrong."

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<sup>2</sup> The district court's oral or written reasons for judgment form no part of the judgment; appellate courts review judgments, not reasons for judgment. The written reasons for judgment are merely an explication of the district court's determinations. They do not alter, amend, or affect the final judgment being appealed. *Wooley v. Lucksinger*, 2009-0571 (La. 4/1/11), 61 So.3d 507, 572.

<sup>3</sup> The district court initially signed a judgment on September 23, 2024, which this court found to contain insufficient decretal language. Pursuant to La. C.C.P. art. 1951, this court issued an interim order on September 29, 2025, remanding the matter for the limited purpose of instructing the district court to issue an amended judgment that complied with La. C.C.P. art. 1918. The district court provided an amended judgment that complied with La. C.C.P. art. 1918, and we therefore maintained the appeal.

This requires more than reviewing the record for some evidence supporting or controverting the district court's finding. The manifest error-clearly wrong standard is not easily met, as it is rare that no reasonable basis exists to support a finding of a district court. See *Johnston v. Vincent*, 2021-01196 (La. 2/1/23), 359 So.3d 896, 911.

### **DISCUSSION**

On November 2, 2023, Spires of Sherwood filed a motion for partial summary judgment on the issue of liability,<sup>4</sup> and attached as an exhibit the affidavit of Gary Jones, a retired fire inspector with over forty-four years of experience in the field of fire scene investigation and fire origin and cause determination. In the affidavit, Mr. Jones attested that he was retained to determine the cause of the June 19, 2019 apartment fire. He determined that the fire originated in the apartment leased by Ms. Baker and inhabited by herself and her son Joseph. Specifically, he determined that the fire originated in the northwest corner of one of the apartment's bedrooms next to the bed at mattress level.

Based on his investigation, Mr. Jones eliminated all possible ignition sources and causes of the fire, except for human activity. Mr. Jones also stated that Brian Tauzin, the fire inspector retained by First American to determine the cause of the fire, identified what appeared to be smoking materials on the dresser in the bedroom of origin. Mr. Jones testified that his inspection took place approximately forty days after the fire occurred, and the scene had been partially compromised due to some of the furniture and other contents being removed. He had also noticed that the kitchen stove had been turned on, but concluded that this must have occurred after the fire, due to previous alterations made to the room. However, the bedroom where the fire had allegedly started appeared to be undisturbed.

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<sup>4</sup> No summary judgment was reached in conjunction with this motion.

Upon examining the bedroom, Mr. Jones testified that Mr. Tauzin had discovered signs of some type of smoking materials and “brought it to [Mr. Jones’s] attention.” Mr. Jones testified that he saw and photographed those items during the inspection. When asked about Mr. Tauzin’s report failing to mention the observation of smoking material in the apartment, Mr. Jones replied that some of those materials were sufficiently destroyed by the fire. However, certain objects, such as squares of aluminum foil, a razor blade, a small pocket knife, and small squares of paper were all located together, and in his experience as a fire investigator, these objects located in such close proximity to one another indicated that they were used for the smoking of illicit drugs.

First American argues in its second assignment of error that Mr. Jones’s testimony at trial differed significantly from the conclusions in his report. Mr. Jones stated in his report that the fire most likely started from some kind of human activity, possibly from “smoking related materials on the dresser” that were first observed by Mr. Tauzin. Mr. Jones made three conclusions in his report: that the fire originated in the northwest corner of the west bedroom of the Baker apartment; that the most probable source of ignition could be traced back to a heat source that was introduced through human activity; and that the cause of the fire is classified as an accident based on the known facts and circumstances. Mr. Jones attached his photographs to the report, which included the photograph of the possible smoking-related items. Mr. Jones also noted in his report that Mr. Tauzin concurred that human involvement was a factor in that cause of the fire.

While Mr. Jones may have elaborated on his findings during his deposition testimony, we do not find that he made any statements that contradicted his statements in his affidavit or in his original report.<sup>5</sup> The district court heard the

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<sup>5</sup> The original report of Mr. Jones did not appear to be submitted for the district court’s consideration.

testimony of Ms. Baker, Mr. Jones, and Mr. Tauzin. Mr. Jones and Mr. Tauzin were offered as experts on fire origin detection. The testimony of an expert witness is to be received and weighed in the same manner as any other evidence. However, the testimony of experts must be given effect if it appears reasonable and well-founded. Additionally, a district court may not substitute its opinion for that of an expert's when the expert's testimony is based on correct facts and good reasoning. *Watts v. Watts*, 552 So.2d 738, 740 (La. App. 1 Cir. 1989).

We find no merit in First American's contention that the district court erred in allowing the expert testimony of Mr. Jones. The district court considered the testimony of all the witnesses, including First American's expert, Mr. Tauzin. It weighed the evidence in light of the circumstances on which the expert testimony was predicated. We cannot say that the district court's evaluation of the expert testimony and subsequent determination that the defendants were solidarily liable to Spires of Sherwood was an abuse of its great discretion. See *Raney v. Wren*, 98-0869 (La. App. 1 Cir. 11/6/98), 722 So.2d 54, 62.

The principle of *res ipsa loquitur* is a rule of circumstantial evidence that infers negligence on the part of defendants because the facts of the case indicate that the negligence of the defendant is the probable cause of the accident, in the absence of other equally explanations offered by credible witnesses. The doctrine allows an inference of negligence to arise from the common experience of the factfinder that such accidents normally do not occur in the absence of negligence. *Cangelosi v. Our Lady of the Lake Regional Medical Center*, 564 So.2d 654, 660 (La. 1989), holding modified by *Linnear v. CenterPoint Energy Entex/Reliant Energy*, 2006-3030 (La. 9/5/07), 966 So.2d 36.

Additionally, *res ipsa loquitur* does not dispense with the rule that negligence must be proved. The doctrine applies only when the facts of the controversy suggest negligence of the defendant, rather than some other factor, as

the most plausible explanation of the accident. Application of the principle is defeated if an inference that the accident was due to a cause other than the defendant's negligence could be drawn as reasonably as one that it was due to his negligence. The doctrine does not apply if direct evidence sufficiently explains the injury. *Cangelosi*, 564 So.2d at 660.

Despite First American arguing in its third assignment of error that *res ipsa loquitur* was neither pled nor applicable, the district court did not rely on the doctrine in its written reasons. Nevertheless, as stated above, we find the district court was reasonable and not manifestly erroneous in weighing the expert testimony and concluding that the cause of the fire was human activity in the bedroom of the Baker apartment. That finding was bolstered by the presence of smoking materials found in the bedroom by both experts, and by Mr. Jones's ruling out of any cause of the fire other than human activity. Furthermore, considering that about forty days elapsed between the fire and the inspection, it is understandable that there would be little direct evidence to find the fire's origin. The district court had only the testimony of three witnesses, two being experts, and the ruling of the district court was reasonable in light of the testimony that was presented. Based on the foregoing, we find that that the district court's factual findings were reasonable and not clearly wrong.

#### **DECREE**

The judgment of the Nineteenth Judicial District Court in favor of the plaintiff/appellee, Spires of Sherwood Owner, LLC (Spires of Sherwood), and against the defendant/appellant, First American Property & Casualty Insurance Company, is affirmed. All costs of this appeal are assessed to First American Property & Casualty Insurance Company.

**AFFIRMED.**