

**STATE OF LOUISIANA  
COURT OF APPEAL, SECOND CIRCUIT  
430 Fannin Street  
Shreveport, LA 71101  
(318) 227-3700**

No. 55,754-CA

HICKORY RIDGE HOLDINGS, LLC D/B/A  
HICKORY RIDGE PROPERTIES, LLC

VERSUS

THE K GROUP, INC. D/B/A  
END ZONE GRILL & BAR

FILED: 12/22/23

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On application of The K Group, Inc. d/b/a End Zone Grill & Bar for SUPERVISORY WRIT in No. 2018-0742 on the docket of the Fourth Judicial District, Parish of OUACHITA, Judge Robert C. Johnson.

NELSON, ZENTNER, SARTOR, ET AL.  
Fred Williams Sartor, Jr.  
Douglas R. Nielsen

Counsel for:  
The K Group, Inc. d/b/a  
End Zone Grill & Bar

HARGROVE, SMELLEY & STRICKLAND  
Parker Wayne Maxwell

Counsel for:  
Hickory Ridge Holdings, LLC  
d/b/a Hickory Ridge Properties,  
LLC.

Before STONE, HUNTER, and MARCOTTE, JJ.

**WRIT GRANTED IN PART; DENIED IN PART; REMANDED.**

Applicant, The K Group, Inc. d/b/a End Zone Grill & Bar, seeks supervisory review of the trial court's September 4, 2022, denial of a motion to file out of time or in the alternative a motion to continue, grant of a motion to strike, and the continuance of a motion for partial summary judgment, and May 3, 2023, grant of Hickory Ridge Holdings, LLC d/b/a Hickory Ridge Properties, LLC's motion for partial summary judgment. After excluding The K Group's opposition as untimely, the trial court granted partial summary judgment awarding Hickory Ridge its pro-rata share of ad valorem property taxes for the calendar years 2016, 2017, 2018, 2019, 2020 and 2021 in the amount of \$55,574.40, pursuant to Article 17.1 of the lease agreement. The trial court also awarded attorney fees in the amount of \$6,000.00 pursuant to Article 24.6 of the lease agreement.

Applicant raises several issues regarding the trial court's resolution of the motion for partial summary judgment including the trial court's resolution of the motion without consideration of the late-filed opposition. Even without an opposition to a motion for summary judgment, however, Hickory Ridge, as mover,

retains the burden of establishing that there are no genuine issues of material fact and that he is entitled to summary judgment as a matter of law. La. C.C.P. art. 966 D(1); *Freeman v. Ochsner Clinic Foundation*, 21-401 (La. App. 5 Cir. 2/23/22), 362 So. 3d 720, writ denied, 22-00608 (La. 6/1/22), 338 So. 3d 492. Thus, in deciding a motion for summary judgment, it must first be determined whether the supporting documents presented by the mover are sufficient to resolve all material facts issues. *Jenkins v. Hernandez*, 19-0874 (La. App. 1 Cir. 6/3/20), 305 So. 3d 365, writ denied, 20-00835 (La. 10/20/20), 303 So. 3d 315. When a contract may be construed from the four corners of the instrument, that interpretation is a matter of law for the court to determine. *Scott v. Red River Waterway Comm'n*, 41,009 (La. App. 2 Cir. 4/12/06), 926 So. 2d 830, writ denied, 06-1153 (La. 9/15/06), 936 So. 2d 1269; *NAB Natural Resources, L.L.C. v. Willamette Industries, Inc.*, 28,555 (La. App. 2 Cir. 8/21/96), 679 So. 2d 477.

After de novo review, we find that Hickory Ridge did not meet its burden of proof as mover regarding The K Group’s liability for its pro-rata share of ad valorem property taxes for the calendar years 2018, 2019, 2020, and 2021, as well as the award of attorney fees under the contract. Regarding the 2018, 2019, and 2020 ad valorem taxes, Hickory Ridge attached no documentation or evidence regarding K Group’s receipt of notice of or demand for payment as required by Article 17.1 of the subject lease agreement. Additionally, Hickory Ridge included no documentation showing payment of the 2021 ad valorem taxes. Thus, we find that material issues of fact remain regarding The K Group’s liability for ad valorem taxes for those respective years. Likewise, considering the four corners of the lease agreement at issue, the clear language of Article 24.6 of the lease agreement allows attorney’s fees to the lessor or lessee, in the event that the lease agreement is terminated due to a breach. In this matter, Hickory Ridge has alleged in its petition that it is “accelerating the rental for the unexpired term of the Lease Agreement.” Article 24.2 of the commercial lease agreement gives the lessor the option to accelerate or terminate the lease. Considering these contractual provisions, we find that genuine issues of material fact remain regarding Hickory Ridge’s entitlement to attorney fees pursuant to Article 24.2 of the lease agreement. Thus, the writ is granted in part to reverse that portion of the ruling of the trial court which granted partial summary judgment to award Hickory Ridge its pro-rata share of ad valorem property taxes for the calendar years 2018, 2019, 2020 and 2021 and attorney fees. As to all other issues raised in the writ application, the writ is denied in part. This matter is remanded for further proceedings.

Shreveport, Louisiana, this 13 day of June, 2024.

SDS                      MLH                      Com

FILED: June 13, 2024

Stacy Spener  
DEPUTY CLERK