

The Supreme Court of the State of Louisiana

H&O INVESTMENTS, LLC

No. 2025-CC-00086

VS.

PARISH OF JEFFERSON, THROUGH ITS
PARISH PRESIDENT, CYNTHIA LEE
SHENG AND OPTERRA SOLUTIONS, INC.
F/K/A NATRURECHEM, INC.

IN RE: Parish of Jefferson - Applicant Defendant; Applying For Supervisory Writ,
Parish of Jefferson, 24th Judicial District Court Number(s) 838-871, Court of
Appeal, Fifth Circuit, Number(s) 24-C-554;

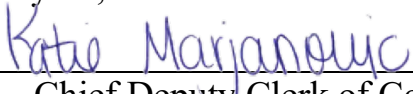
May 20, 2025

Writ application granted. See per curiam.

WJC
JLW
JDH
JBM
JMG
CRC

Weimer, C.J., additionally concurs and assigns reasons.
Griffin, J., dissents.

Supreme Court of Louisiana
May 20, 2025



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2025-CC-00086

H&O INVESTMENTS, LLC

VS.

**PARISH OF JEFFERSON, THROUGH ITS PARISH PRESIDENT,
CYNTHIA LEE SHENG AND OPTERRA SOLUTIONS, INC. F/K/A
NATRURECHEM, INC.**

On Supervisory Writ to the 24th Judicial District Court, Parish of Jefferson

PER CURIAM

The Parish of Jefferson (“Parish”) seeks review of an October 15, 2024 judgment of the district court overruling its exception of no cause of action as to plaintiff’s claims for negligent professional undertaking and unjust enrichment.

The doctrine of negligent professional undertaking is not based on statutory law but was instead jurisprudentially created. The courts which have applied it have done so in instances where there is a lack of contractual privity between the parties. *See, e.g., Lathan Co., Inc. v. State, Dep’t of Educ., Recovery Sch. Dist.*, 2016-0913 (La. App. 1 Cir. 12/6/17), 237 So. 3d 1, 9, *writ denied*, 2018-0026 (La. 3/9/18), 237 So. 3d 1191 (explaining the parties were “not in direct contractual privity. . . .”). That situation is distinguishable from the facts of the instant case, where it is undisputed that there was a valid contract between plaintiff and the Parish. Accordingly, without passing on the viability of the doctrine under Louisiana law, we find plaintiff has failed to allege a cause of action for negligent professional undertaking.

Similarly, we find plaintiff has failed to state a cause of action for unjust enrichment. One of the prerequisites to establish a cause of action for unjust enrichment is “an absence of justification or cause for the enrichment or impoverishment.” *Minyard v. Curtis Products, Inc.*, 251 La. 624, 652, 205 So. 2d 422, 432 (1967). If a contract exists between the parties, the contract is the law

between them and serves as a legal cause or justification for the enrichment. *Edwards v. Conforto*, 636 So. 2d 901, 907 (La. 1993) (on rehearing); *Edmonston v. A-Second Mortgage Co. of Slidell*, 289 So. 2d 116, 122 (La. 1974). Because a contract exists between plaintiff and the Parish, plaintiff has failed to state a cause of action for unjust enrichment.

Accordingly, we find the district court erred in overruling the Parish's exception of no cause of action. We hereby sustain the Parish's exception and dismiss plaintiff's suit against the Parish with prejudice.¹

DECREE

For the reasons assigned, the writ is granted and made peremptory. The October 15, 2024 judgment of the district court is reversed insofar as it overruled the exception of no cause of action filed by the Parish of Jefferson. The exception of no cause of action is hereby sustained, and plaintiff's action against the Parish of Jefferson is dismissed with prejudice.

¹ Pursuant to La. Code Civ. P. art. 934, a court sustaining a peremptory exception, such as an exception of no cause of action, should permit the petitioner to amend their petition when the ground thereof for the exception can be removed by amendment. However, amendment is not permitted when such would constitute a vain and useless act. *See Antonio Le Mon v. Nat'l Football League*, 2019-1264, p. 4 (La. 9/6/19), 277 So. 3d 1166, 1169; *Alexander and Alexander, Inc. v. State, Div. of Administration*, 486 So. 2d 95, 100 (La. 1986). Under the facts presented, the objections raised by the Parish may not be removed by amendment.