

LOUISIANA COURT OF APPEAL, FIRST CIRCUIT

Felipe Armendariz Molina and Ausy Oseguera v. Kimberly Sharelle Cage and Willie Williams, Jr.

Molina v. Cage · No. 2025 CA 0345 · Decided December 11, 2025

SUMMARY

The Louisiana Court of Appeal, First Circuit, reviews a dispute arising from a purported lease-purchase agreement for a flood-damaged house. The court addresses whether the sellers breached the agreement, whether the buyers were entitled to specific performance and damages, and whether one seller properly perfected an appeal on behalf of the other. The opinion dismisses the appeal in part, reverses the trial court judgment, and renders judgment.

CASE DETAILS

COURT	Louisiana Court of Appeal, First Circuit
WRITING FOR THE COURT	Theriot, J.; Penzato, J.; Balfour, J.
JURISDICTION	Louisiana Court of Appeal, First Circuit
DECIDED	December 11, 2025
DOCKET	2025 CA 0345
DISPOSITION	other
PROCEDURAL POSTURE	Defendants appealed a bench-trial judgment awarding the buyers damages, specific performance, attorney fees, and costs in a dispute concerning a purported lease-purchase agreement.
STANDARD OF REVIEW	Factual findings in a breach-of-contract case are reviewed under the manifest-error or clearly-wrong standard. The appellate court must first determine whether a reasonable factual basis exists for the trial court's finding and, if so, whether the finding is clearly wrong in light of the entire record.
PRECEDENTIAL VALUE	unpublished
PARTIES	Kimberly Sharelle Cage, Willie Williams, Jr. v. Felipe Armendariz Molina, Ausy Oseguera

TOPICS

breach of contract

specific performance real estate

appellate jurisdiction

standard of review

civil procedure

PRACTICE AREAS

contract law

real estate

appellate procedure

specific performance

civil procedure

QUESTIONS PRESENTED

1. Whether the court had jurisdiction to consider Williams's appeal when he did not personally file or properly perfect an appeal.
2. Whether the evidence provided a reasonable factual basis for the trial court's findings that Cage breached the lease-purchase agreement, that the buyers were entitled to specific performance, and that they suffered \$21,953.52 in damages.
3. Whether the buyers were entitled to attorney fees under the agreement after the underlying breach and damages findings were reversed.

HOLDINGS

1. The court lacked jurisdiction to consider Williams's appeal because Cage, who was not licensed to practice law, could not file an appeal on his behalf, and Williams never independently filed a timely motion for appeal.
2. The trial court manifestly erred in finding that Cage breached the agreement, that the buyers were entitled to specific performance, and that the buyers incurred \$21,953.52 in damages, because the properly admitted evidence did not establish those findings.
3. The buyers were not entitled to attorney fees because the reversal of the breach and damages findings eliminated the basis for an attorney-fee award under the agreement.

KEY QUOTATIONS

“An appellant's failure to file an appeal timely is a jurisdictional defect, in that neither the court of appeal nor any other court has the jurisdictional power and authority to reverse, revise, or modify a final judgment after the time for filing an appeal has elapsed.” (p. 13)

“Appellate courts may not consider documents not properly admitted into evidence, whether the lack of admission into evidence was assigned as error or not.” (p. 17)

“There was simply no testimony or evidence presented at the trial of this matter that the Buyers obtained all of the funding needed to close on the sale of the home prior to the deadline and that the Sellers refused to sell the property to them.” (p. 18)

FACTUAL BACKGROUND

The sellers owned a flood-damaged, mortgaged rental property in Baton Rouge. In November 2016, the parties executed documents contemplating a 24-month lease purchase for \$60,000, with a \$7,000 cash lease-purchase

fee and monthly payments of \$1,000. The buyers made payments and performed repair work, but stopped paying Cage after learning the property was listed for sale and began paying the mortgage company instead; they never proved at trial that they had obtained financing or tendered the full purchase price by the contractual deadline. The district court relied on mortgage-balance and foreclosure-payment figures referenced in closing argument, although the supporting documents were not admitted into evidence.

PROCEDURAL HISTORY

The buyers sued the sellers for breach of contract and fraud and sought specific performance and damages. After discovery disputes and contempt proceedings, the district court held a bench trial and ruled for the buyers, ordering the sellers to pay \$21,953.52, transfer the property, provide a mortgage payoff amount, and pay attorney fees and costs. Cage and Williams appealed, but only Cage properly perfected an appeal; the court dismissed Williams's appeal for lack of appellate jurisdiction and reversed and rendered judgment in Cage's favor.

DISPOSITION

other

CASES CITED

- El-Mumit v. Fogg, 1988-0356, p. 7 (La. App. 1 Cir. 9/28/17), 232 So. 3d 590, 594
- Louka v. Board of Supervisors for University of Louisiana System, 2023-0076, pp. 4-5 (La. App. 1 Cir. 9/21/23), 376 So. 3d 864, 867, writ denied, 2023-01410 (La. 1/10/24), 376 So. 3d 131
- Micelli v. Moore, 499 So. 2d 1298, 1299 (La. Ct. App. 1986)
- Gisclair v. Cajun Trucking, Inc., 421 So. 2d 339, 340 n.1 (La. App. 1 Cir. 1982)
- Phillips v. Exxon Chemical Louisiana, LLC, 2022-1290, p. 5 (La. App. 1 Cir. 6/23/23), 370 So. 3d 738, 741
- Huntsman International, L.L.C. v. Praxair, Inc., 2024-00627, p. 8 (La. 2/6/25), 400 So. 3d 882, 887, reh'g denied, 2024-00627 (La. 3/20/25), 403 So. 3d 598
- Boudreaux v. Irankerhove, 2007-2555, p. 9 (La. App. 1 Cir. 8/11/08), 993 So. 2d 725, 732
- Rosell v. ESCO, 549 So. 2d 840, 844 (La. 1989)
- Mart v. Hill, 505 So. 2d 1120, 1127 (La. 1987)
- Stobart v. State, through Department of Transportation and Development, 617 So. 2d 880, 882 (La. 1993)
- Moss v. State, 07-1686, p. 3 (La. App. 1 Cir. 8/8/08), 993 So. 2d 687, 693, writ denied, 2008-2166 (La. 11/14/08), 996 So. 2d 1092
- LAD Services of Louisiana, L.L.C. v. Superior Derrick Services, L.L.C., 2013-0163, pp. 17-18 (La. App. 1 Cir. 11/7/14), 167 So. 3d 746, 760, writ not considered, 2015-0086 (La. 4/2/15), 162 So. 3d 392
- Wood Materials, LLC v. City of Harahan, 2017-142, p. 2 (La. App. 5 Cir. 10/2/17), 228 So. 3d 293, 295
- Quinn v. Louisiana Citizens Property Insurance Corporation, 2012-152, p. 9 n.5 (La. 11/2/12), 118 So. 3d 1011, 1017 n.5
- Davis v. Naquin, 2023-0057, p. 5 n.3 (La. App. 1 Cir. 9/15/23), 375 So. 3d 968, 972 n.3

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