

Fifth Circuit Court of Appeal State of Louisiana

No. 26-C-446

FBP COVINGTON, LLC, ET AL

versus

FAT BOY'S PIZZA FRANCHISE, LLC, ET AL

IN RE FAT BOY'S PIZZA FRANCHISE, LLC AND SAVVY SLIDERS FRANCHISE, LLC
APPLYING FOR SUPERVISORY WRIT FROM THE TWENTY-FOURTH JUDICIAL DISTRICT
COURT, PARISH OF JEFFERSON, STATE OF LOUISIANA, DIRECTED TO THE HONORABLE
STEPHEN D. ENRIGHT, JR., DIVISION "N", No. 874-518

TRUE COPY

October 15, 2026



LINDA TRAN
DEPUTY CLERK

Panel composed of Judges Jude G. Gravois,
Stephen J. Windhorst, and John J. Molaison, Jr.

WRIT GRANTED IN PART; DENIED IN PART; JUDGMENT RENDERED

In this writ application, the relators challenge the trial court's ruling that denied their exception of improper venue. For the following reasons, we grant the writ in part and deny it in part. We also render judgment in favor of Savvy Sliders and grant its exception of improper venue.

Procedural history

On April 2, 2026, the plaintiffs/respondents, FBP Covington, LLC; FBP Express Harvey, LLC; FBP BRL, LLC; and FBP Kenner, LLC, filed their petition for damages at the Twenty-Fourth Judicial District Court against defendants/relators, Fat Boy's Pizza Franchise, LLC, and Savvy Sliders Franchise, LLC, related to the approval of franchise sales to a third party. In summary, the

petition alleged that the owner and controlling member of the Franchisor Parties, without explanation, withdrew his approval of the sales, resulting in lost profits.

The relators filed a declinatory exception of improper venue, which the trial court denied after a hearing on August 19, 2026. This timely writ application follows.

Issue raised

Did the trial court err in finding that a forum selection clause executed between the parties was invalid?

Standard of review

Venue is a question of law, which the appellate court reviews *de novo*. *Seghers v. LaPlace Equip. Co., Inc.*, 13-350 (La. App. 5 Cir. 2/12/14), 136 So.3d 64, 69. A party may present evidence at a hearing on a declinatory exception. La. C.C.P. art. 930.

When the court admits evidence at a hearing on a declinatory exception, it must resolve the exception on that evidence rather than on the allegations in the petition. *Johnson v. Byrd*, 48,411 (La. App. 2 Cir. 9/25/13), 125 So.3d 1220, 1226. Where a party introduces evidence at the hearing, however, a manifest-error/clearly-wrong standard accompanies the appellate court's *de novo* review of the legal question of venue as to any underlying factual findings. *Murray v. Universal Parking & Transportation, LLC*, 24-787 (La. App. 4 Cir. 7/8/25), 420 So.3d 132, 146-147; *Senior v. Overlog, Inc.*, 24-541 (La. App. 4 Cir. 4/21/25), 414 So.3d 965, 973

Law and analysis

At issue is whether, under Section 16.4 of the franchise agreements, the relators met their burden of proving that their principal place of business was Michigan when the respondents filed their lawsuit on April 2, 2026.

Forum selection clauses in Louisiana

La. R.S. 12:1042 states:

Unless provisions of a business franchise agreement provide otherwise, when the business to be conducted pursuant to the agreement and the business location of the franchisee are exclusively in this state, disputes arising under a business franchise agreement shall be resolved in a forum inside this state and interpretation of the provisions of the agreement shall be governed by the laws of this state.

[emphasis added.] The highlighted language creates an exception for a forum selection clause, which is a provision in a contract that mandates a particular state, county, parish, or court as the proper venue in which the parties to an action must litigate any future disputes regarding their contractual relationship. *Fidelak v. Holmes European Motors, L.L.C.*, 13-691 (La. 12/10/13), 130 So.3d 851, 853. Louisiana courts should enforce forum selection clauses unless the resisting party clearly shows that enforcement would be unreasonable and unjust, that the clause was invalid for such reasons as fraud or overreaching, or that enforcement would contravene a strong public policy of the forum in which the suit is brought. *Shelter Mut. Ins. Co. v. Rimkus Consulting Grp., Inc. of Louisiana*, 13-1977 (La. 7/1/14), 148 So.3d 871, 881. Courts favor forum selection clauses because eliminating uncertainty about the location of litigation—by agreeing in advance on a forum acceptable to both parties—is an indispensable element of trade, commerce, and contracting. *Id.* at 882. In *Creekstone Juban I, L.L.C. v. XL Ins. Am., Inc.*, 18-748 (La. 5/8/19), 282 So.3d 1042, 1048, the Louisiana Supreme Court re-emphasized that only in “very limited circumstances” are forum selection clauses unenforceable and against public policy.

In this case, there are two forum selection clauses at issue. They are virtually identical except for one significant detail—the disclosed location of each franchisor’s principal place of business when the parties signed the respective agreements.

Principal place of business

The parties do not dispute that Section 16.4 of the franchise agreement determines proper venue for litigation arising from the agreement. It states, in relevant part:

[t]he action must (with respect to actions commenced by Franchisee), and may (with respect to actions commenced by Franchisor), be brought in the state court within the judicial district in which Franchisor has its principal place of business at the time the action is commenced.

Savvy Sliders Place of Business

Exhibit “E(3),” which the trial court admitted into evidence, consists of the executed Savvy Sliders franchise agreements. Those agreements, dated September 12, 2024, and April 4, 2025, respectively, both indicate that the principal place of business for Savvy Sliders is “currently Farmington Hills, Michigan.” The respondents’ own petition acknowledges that “Savvy Sliders Franchise, LLC is the franchisor for Savvy Sliders franchises and is located at 30955 Northwestern Hwy, Farmington Hills, Michigan.”

In *ACG Mediaworks, L.L.C. v. Ford*, 03-978 (La. App. 5 Cir. 3/30/04), 870 So.2d 1097, 1102, we considered the enforceability of a forum selection clause between a Louisiana marketing firm and a Kentucky car dealership. In that case, we upheld the clause as reasonable when ACG specifically agreed that Kentucky law would apply, and ACG knew or should have known and recognized the implications of agreeing to litigate in Kentucky when it signed the contract. Similarly, in this case, under the plain language of the forum selection clause, the

respondents agreed to bring any action within the appropriate jurisdiction for Farmington Hills, Michigan, and not Jefferson Parish.

To the extent the trial court denied Savvy Sliders' declinatory exception of improper venue, we grant the relator's writ, reverse the trial court's order, and render judgment granting Savvy Sliders' declinatory exception.

Fat Boy's Pizza: Evidence introduced at the hearing on the exception

As stated above, La. C.C.P. art. 930 authorizes the introduction of evidence at the trial of the declinatory exception when the grounds for the objection do not appear from the face of the petition. The First Circuit in *Price v. Roy O. Martin Lumber Co.*, 04-227 (La. App. 1 Cir. 4/27/05), 915 So.2d 816, 822, *writ denied*, 05-1390 (La. 1/27/06), 922 So.2d 543, interpreted the word "evidence" in Article 930 to mean competent legal evidence — not merely any document placed before the court. The burden of proof falls on the party urging the exception: if the grounds for the objection of improper venue do not appear on the face of the plaintiff's petition, the burden is on the defendant to offer evidence in support of its position. *Jackson v. Greenwich Ins. Co.*, 19-377 (La. App. 4 Cir. 7/31/19), 363 So.3d 396, 399-401.

The trial court formally admitted the following exhibits into evidence at the hearing: Exhibit "A," which is the franchise agreement attached to the petition; Exhibit "C," which is "appendix B" to the Fat Boy's agreement; and Exhibit "E," admitted as a foundation for business documents. The trial court declined to admit all other exhibits offered at the hearing on the basis that these were hearsay. The relators did not object to the exclusion of this evidence and did not make a proffer of this evidence for the record.

In Louisiana, the most direct and reliable evidence of a corporation's designated principal business establishment is the official record maintained by the Louisiana Secretary of State. Courts have consistently held that certified copies of

a corporations annual reports and its application to do business in Louisiana are admissible and constitute strong evidence of the designated principal business establishment. *See Wells v. R.J. Marchand Contractors Specialties, Inc.*, 94-2156 (La. App. 4 Cir. 5/16/95), 655 So.2d 800, *writ denied*, 95-1513 (La. 9/22/95), 660 So.2d 481. Here, certified copies of Fat Boy's articles of organization from Louisiana are not in evidence. Also not in evidence is documentation that Fat Boy's sought to change its status from a domestic corporation to a foreign corporation doing business in Louisiana.¹

We further take judicial notice of Michigan's relevant corporate laws. A foreign (out-of-state) corporation that moves its principal place of business to Michigan is not required to domesticate or convert to a Michigan domestic corporation. Under the Michigan Business Corporation Act (MBCA), MCL 450.1101 *et seq*, the corporation may continue to operate under its existing Certificate of Authority while remaining incorporated in its home state. However, the move triggers several mandatory filings with the Michigan Department of Licensing and Regulatory Affairs (LARA): (1) an amended application for Certificate of Authority reflecting the new principal place of business address, filed within 30 days, as required by MCL450.2021(1); (2) a statement of change of registered office and/or resident agent if those details are also changing, required by MCL 450.1242; and (3) updated annual reports going forward under MCL 450.1911. There is no evidence in the record demonstrating that Fat Boy's complied with these filings in connection with a change in its principal place of business.

¹ A Louisiana domestic business corporation seeking to change its domicile to another state and be treated as a foreign corporation in Louisiana has two principal pathways under Louisiana law: (1) outbound domestication, governed by the Louisiana Business Corporation Act (BCA), La. R.S. 12:1-920 through 12:1-925, which preserves corporate continuity; and (2) reincorporation by dissolution and re-formation, which involves dissolving the Louisiana entity under La. R.S. 12:1-1402 through 12:1-1440, incorporating a new entity in the target state, and then qualifying as a foreign corporation in Louisiana under La. R.S. 12:301 through 12:316. In either case, if the corporation intends to continue transacting business in Louisiana after the change, it must obtain a certificate of authority from the Louisiana Secretary of State under the Foreign Corporation Law, La. R.S. 12:304.

Exhibit “E” is the supplemental affidavit of Maher Bashi with three separate attachments: 1) a Fat Boy’s Franchise Disclosure document issued December 1, 2025; 2) a Michigan Notice of Franchise Offering submitted February 4, 2026; and 3) the previously discussed executed Savvy Sliders agreements, which have no direct bearing on Fat Boy’s principal place of business.

The Franchise Disclosure document in attachment 1 appears to have been created by Fat Boy’s and shows an “Issuance Date” of December 1, 2025. A header at the top of the document indicates that “Fat Boy’s Pizza Franchise LLC” is “a Louisiana limited liability company.” A Michigan address appears below that. The Franchise Disclosure is governed by the Michigan Franchise Investment Law (MFIL), MCL 445.1501 *et seq.*, a consumer-protection statute that governs the offer and sale of franchises in Michigan and has no bearing on the corporate status of franchisors under the MBCA. At best, the document shows Fat Boy’s intent to sell its franchises in Michigan and does not prove its principal place of business is there.

Attachment 2 is a copy of a letter dated February 4, 2026, from Fat Boy’s Virginia counsel to the State of Michigan Department of Attorney General Corporate Oversight Division, titled “Renewal of Notice of Franchise Offering.” The notice itself lists Fat Boy’s principal office address as being in Farmington Hills, Michigan. Similar to the Attachment 1 Franchise Disclosure document, the sole legal effect of filing this notice is to authorize the person to lawfully offer and sell a franchise in Michigan, provided the person also satisfies the other requirements of the MFIL. MCL 445.1507a (West). The statute contains no provision — express or implied — that transforms the corporate status of the filing entity. A foreign corporation that files a Notice of Franchise Offering listing a Michigan address as its principal business address remains a foreign corporation

organized under the laws of its home state. The notice is a consumer-protection and regulatory filing administered by the Attorney General, not a corporate formation or conversion document filed with LARA.

Although the trial court denied Fat Boy's declinatory exception on a different basis, we still do not find its denial to be manifestly erroneous. It is a well-settled rule that the district court's oral or written reasons for judgment form no part of the judgment, and that appellate courts review judgments, not reasons for judgment. *Wooley v. Luck singer*, 09-571 (La. 4/1/11), 61 So.3d 507, 572 (citations omitted). We will not consider the trial court's conclusion of whether "[e]nforcing the venue clause in this case would contravene Louisiana public policy of eliminating uncertainty relative to the location of litigation." In this case, the respondents introduced evidence at the hearing that showed Fat Boy's principal place of business was in Metairie at the time the franchise agreement was signed. However, as discussed, Fat Boy's simply did not meet its burden of demonstrating that its principal place of business had changed at the time the instant lawsuit was filed. On the foregoing, and on the showing made, we deny the writ in part.

Decree

For the reasons stated, we reverse the portion of the trial court's ruling that denied Savvy Sliders' declinatory exception. We grant the writ in part and render judgment granting the exception. In all other respects, the writ application is denied on the showing made.

Gretna, Louisiana, this 15th day of October, 2026.

JJM
JGG
SJW

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISSON, JR.
SCOTT U. SCHLEGEL
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JUDGES



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NOTICE OF DISPOSITION CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE DISPOSITION IN THE FOREGOING MATTER HAS BEEN TRANSMITTED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 4-6** THIS DAY **10/15/2026** TO THE TRIAL JUDGE, THE TRIAL COURT CLERK OF COURT, AND AT LEAST ONE OF THE COUNSEL OF RECORD FOR EACH PARTY, AND TO EACH PARTY NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

A handwritten signature in blue ink, reading "Curtis B. Pursell", is written over a horizontal line.

CURTIS B. PURSELL
CLERK OF COURT

26-C-446

E-NOTIFIED

24th Judicial District Court (Clerk)	
Honorable Stephen D. Enright, Jr. (DISTRICT JUDGE)	
W. Spencer King (Relator)	Nicholas H. Berg (Relator)
Jason A. Cavignac (Respondent)	Robert E. Couhig, III (Respondent)
	Jonathan P. Lemann (Respondent)

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