

**ELISE BELLARD**

\*

**NO. 2002-CA-0971**

**VERSUS**

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**COURT OF APPEAL**

**ORKIN EXTERMINATING  
COMPANY, INC., D. M.**

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**FOURTH CIRCUIT**

**GREENUP & ASSOCIATES,  
INC., RODNEY M. GREENUP  
AND ANTHONY J. PEPPERONE**

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**STATE OF LOUISIANA**

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**WALTZER, J. CONCURS IN PART AND DISSENTS IN PART WITH  
REASONS.**

I agree with the majority that the trial court's determination that Greenup owed a duty to Bellard and breached that duty was correct.

However, the record contains no evidence that Poret knew of the misrepresentation or that Bellard relied on his representations.

Bellard testified that she sought advice from Greenup regarding the termite certificate. Moreover, the record contains no evidence that the seller relied on Poret's opinion, advice or alleged misrepresentations.

Poret testified that he did not examine the document purported by the seller to be a termite certificate, and the record contains no evidence to contradict this evidence. Moreover, the trial court did not find that Poret knew of any misrepresentation by Greenup or the seller.

Therefore, I believe that the trial erred in holding Latter and Blum liable and would reverse the judgment against Latter and Blum.