

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

September 1, 2026

Lyle W. Cayce
Clerk

No. 25-30326

ST. CHARLES-GUILLOT INVESTMENT, L.L.C.; LULING LIVING
CENTER, L.L.C.,

Plaintiffs—Appellants,

versus

ONE SOURCE ROOFING, INCORPORATED; JASPER
CONTRACTORS, INCORPORATED; ROOFCLAIM.COM, L.L.C.;
GAF MATERIALS, L.L.C.,

Defendants—Appellees.

Appeal from the United States District Court
for the Eastern District of Louisiana
USDC No. 2:23-CV-30

Before RICHMAN, DUNCAN, and OLDHAM, *Circuit Judges*.

PER CURIAM:*

Hurricane Ida damaged a Louisiana nursing home. The home's owner, Luling Living Center, sued the roof's manufacturer, GAF Materials. The district court granted summary judgment to GAF. We affirm.

* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

No. 25-30326

I

Luling Living Center, LLC¹ (“Luling”) operates a nursing home in Luling, Louisiana. In April 2021, Luling hired One Source Roofing, Inc. (“One Source”) to replace the home’s roof. One Source purchased materials for the job from GAF Materials, LLC (“GAF”). One Source installed the roof and requested a “Guarantee” of the roof from GAF. The Guarantee would serve as a “[no dollar limit] total system warranty” and oblige GAF to “repair[] leaks through the GAF roofing” materials “resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the” materials. ROA.1939. The Guarantee was limited: “Leaks caused by . . . non-GAF materials . . . [were] not covered,” nor were leaks caused by “[i]nadequate roof maintenance,” “[u]nusual weather conditions,” or “[i]mproper installation.” *Ibid.*

Before issuing the Guarantee, GAF employee Bobby Whitman inspected the roof. Whitman walked across the roof and checked the seams between the roof and the building. Whitman testified that his inspection was limited to seeing whether the roof met “minimum requirements to achieve the [Guarantee].” ROA.1929. After observing a “hollow spot” in the roof deck and notifying One Source, Whitman reported that the roof met minimum requirements. Accordingly, GAF issued the Guarantee to One Source the next day. One Source in turn passed the Guarantee on to Luling. Luling dealt only with One Source. Luling seems not to have known GAF supplied its roof until much later (after litigation began).

Four months after the roof was installed, Hurricane Ida hit Louisiana. Ida brought heavy rain and sustained winds. Under this strain, Luling alleges

¹ St. Charles-Guillot Investment LLC is also a party to this appeal. We follow the parties’ briefs in referring to the plaintiffs collectively as “Luling.”

No. 25-30326

that defects in One Source’s installation caused the roof to detach. The interior of the nursing home was destroyed.

Luling sued One Source, GAF, and two other contractors in Louisiana state court. GAF and its co-defendants removed the case to federal court. As to GAF, Luling claimed that “defect[ive]” roofing materials were to blame for the roof’s failure. Luling then amended its complaint to instead allege that GAF employee Bobby Whitman “failed to note . . . defects in the [p]roject” introduced by One Source. ROA.325.

GAF moved for summary judgment. The district court granted summary judgment to GAF. It held the supplier owed no duty to Luling and, in the alternative, did not breach any duty it may have owed. Luling timely appealed. Our review is de novo.

II

The question presented is whether GAF assumed a duty to protect Luling from the destruction of its roof. It did not. Because that resolves this appeal, we do not reach GAF’s alternative argument that it may have owed, but did not breach, a duty to Luling.

A

In Louisiana, a “defendant assumes a duty . . . when undertaking the rendition of services to another which the defendant should recognize as necessary for the protection of a third person.” *Pickard v. Amazon.com, Inc.*, 387 So. 3d 515, 524 (La. 2024). What a defendant “should recognize” about possible harms to third parties turns on “the scope of the defendant’s involvement, the extent of defendant’s authority, and defendant’s underlying intent.” *Id.* at 525. “Mere concern or minimal contact about safety matters are not sufficient to constitute an assumption of a duty.” *Ibid.* (citing *Bujol v. Entergy Services, Inc.*, 922 So.2d 1113, 1131 (La. 2004)).

No. 25-30326

“Likewise, inspections and safety recommendations, which are not mandatory or within defendant’s authority to remediate, do not create such a duty.” *Ibid.*

GAF assumed no duty to protect Luling from One Source’s poor installation.

Start with scope of involvement. GAF did not contract, communicate, or otherwise interact with Luling before this litigation began. And GAF never supervised or instructed One Source on installing Luling’s roof. *See Hebert v. Rapides Parish Police Jury*, 974 So.2d 635, 646 (La. 2007) (no duty where evidence did not show defendant “supervised the construction” of a bridge). GAF’s *sole* involvement with Luling was Whitman’s Guarantee inspection. And even that inspection was mediated through One Source and happened without Luling’s knowledge. Moreover, the inspection was limited to the roofing membrane and its visible attachment points. So GAF’s scope of involvement with the negligent installation was near zero.

Next, authority. Even if GAF had discovered the litany of errors in the roof’s installation that allegedly lurked under the surface, GAF’s authority began and ended with its discretion to refuse to warrant the roof against leaks. And while GAF asked One Source to repair a “hollow spot” in the roof, GAF could not require One Source to do so. *Cf. Hebert*, 974 So.2d at 650–51. Thus, GAF lacked “authority to remediate” the errors that harmed Luling. *Pickard*, 387 So.3d at 525.

Finally, intent. Testimony from GAF’s corporate representative and field inspector showed that the only purpose of the inspection was to see whether “minimum requirements to achieve the warranty” were met. ROA.1929–30. That required only a surface-level assessment, as Whitman indicated. In other words, GAF wanted to see whether *leaks* would result

No. 25-30326

from its materials or One Source's installation. It was not investigating whether the entire roof was sound, let alone whether it could withstand Hurricane Ida's extraordinary winds. And given that GAF had no authority to remediate the defects it might have discovered in One Source's work, it is unclear why GAF would have intended to go beyond its Guarantee inspection and discover such hidden defects. *See Hebert*, 974 So. 3d at 650 (finding it "illogical economically and administratively" to impose a duty without concomitant authority).

The limited scope, minimal authority, and narrow intention of GAF's inspection confirm that GAF did not assume a duty to protect Luling from One Source's faulty installation. Luling's negligence claims fail.

B

Luling's counterarguments are unpersuasive.

First, Luling accuses GAF of "unilaterally narrow[ing]" the scope of the duty it owed to Luling. This argument would have force if GAF's field representative had spoken with Luling and promised a thorough inspection to discover any errors in the installation. Or if GAF formally contracted with Luling to provide a down-to-the-studs inspection. Luling is correct that it would be irrelevant at that point whether GAF subjectively intended to undertake only a limited inspection. *Cf.* RESTATEMENT (SECOND) OF TORTS § 324A (A.L.I. 1965).

But that is not this case. Here, testimony from GAF, One Source, and Luling all pointed in the same direction: GAF's only role was to issue or withhold the Guarantee against leaks. *See Pickard*, 387 So.3d at 525 (noting a defendant's "underlying intent" as a relevant factor). There was no evidence that GAF intended to take on a greater duty, much less that GAF led Luling to believe such a duty existed. Because GAF's intent—and any corresponding duty—were always narrow, Luling's contention fails.

No. 25-30326

Second, Luling claims GAF’s inspection was intended to discover One Source’s deficient installation. Luling points to deposition testimony from GAF’s corporate representative, Jeramiah Harris. In that deposition, Mr. Harris mentions that GAF expects contractors installing GAF products “to follow . . . local building code.” Grey Br. at 18 n.53 (citing ROA.2288–90). And Luling claims that GAF’s inspector, Mr. Whitman, noted one deficiency and had it corrected—thus proving the inspection’s wide-ranging nature.

But Harris’s testimony is irrelevant. GAF’s general expectation that its business partners follow the law does not transmogrify the supplier’s duty into a sweeping obligation to discover and correct lawbreaking. *See Bujol*, 922 So.2d at 1133–34 (no duty arose from “mere[] safety recommendations” that were not mandatory). Rather, the question remains a simple one: What steps did GAF take to affirmatively bind itself to protect Luling from One Source’s deficient installation? *See Bursztajn v. United States*, 367 F.3d 485, 489 (5th Cir. 2004) (duty inquiry in Louisiana is “limited by the particular risk, harm, and plaintiff involved”) (quotation omitted). There is no evidence that GAF ever gave Luling or One Source the impression that its Guarantee inspection would discover code violations. Whitman noting the “hollow spot” under the roof’s surface accords with that limited inspection; a surface-level error was relevant to a surface-level warranty. Because GAF’s inspection was limited to ensuring the installation met “minimum requirements” to prevent leaks, there is no dispute of material fact on GAF’s duty to Luling.

Third, and finally, Luling offers a few cases in which Louisiana courts purportedly recognized the inspection duty it seeks to impose on GAF. But none are on point. In *Crane v. Exxon Corp., USA*, 613 So. 2d 214 (La. Ct. App. 1st Cir. 1992), a chemical plant was held liable for workplace injuries, after the plant undertook daily safety inspections and corrected hazardous conditions. *Malta v. Herbert S. Hiller Corp.*, 333 So. 3d 384 (La. 2021), is

No. 25-30326

similar: There, a third-party inspector negligently marked a pressurized cylinder as unpressurized, leading the cylinder to explode on an unsuspecting employee. Here by contrast, GAF neither supervised One Source's work, nor certified the installation's safety after the fact. The Guarantee inspection was for GAF's own benefit, limited to GAF's decision whether to warrant the roof's seal against leaks, and took place without Luling's knowledge.²

Finally, Luling relies on *Olympic Products v. Roof Systems, Inc.*, 363 S.E.2d 367 (N.C. Ct. App. 1988). In *Olympic*, a building owner sued a roof supplier after its roof failed due to improper installation. *Id.* at 321. Setting aside that Luling asks us to predicate our Louisiana-law *Erie* guess on an intermediate appellate decision from North Carolina in the 1980s,³ the facts of *Olympic* do bear some similarity to the case at hand. But the analogy still fails. As the district court noted, the contract in *Olympic* required the manufacturer to take an active role, "to inspect the premises and approve installation of the [r]oofing [s]ystem and direct [the contractor] to make such changes at [the contractor's] own expense as [the manufacturer] deems necessary for proper installation." *Id.* at 323–24 (quotation omitted). The manufacturer conducted such an inspection and wrongly approved drain openings that caused the roof to fail. *Ibid.* GAF, by contrast, took no part in the installation of Luling's roof and its inspection was limited to assessing the roof's potential to leak. We decline to extend *Olympic* to altogether different facts.

² Likewise, *Cenac v. Orkin, LLC*, 941 F.3d 182 (5th Cir. 2019), is one of our cases applying Louisiana law. There a pest control inspector recommended installing a vapor barrier, but the barrier later failed and caused a termite infestation. In this case, GAF had no direct contact with Luling and never recommended any affirmative actions to Luling.

³ But see *Gilbane Bldg. Co. v. Admiral Ins. Co.*, 664 F.3d 589, 593–94 (5th Cir. 2011) ("When making an *Erie* guess, our task is to attempt to predict state law, not to create or modify it.") (quotation omitted).

No. 25-30326

In short, Luling offers no case indicating Louisiana courts would recognize the duty GAF purportedly assumed. We decline to recognize such a duty ourselves.

AFFIRMED.