

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

No. 14-30958

United States Court of Appeals
Fifth Circuit
FILED
April 14, 2015
Lyle W. Cayce
Clerk

REID ZEISING; DIXIE RESTAURANT GROUP, L.L.C.,

Plaintiffs - Appellants

v.

MICHAEL A. SHELTON; SHELTON RESTAURANT GROUP, L.L.C.,

Defendants - Appellees

Appeal from the United States District Court
for the Western District of Louisiana
USDC No. 1:12-CV-2614

Before REAVLEY, SMITH, and GRAVES, Circuit Judges.

PER CURIAM:*

The judgment of the district court is affirmed because an enforceable oral contract was not mutually agreed upon by these parties. The acquisition, purchase and terms, of the 29 Popeye’s restaurants, how they would be operated and what – if any – consideration and role Zeising would contribute, was left wide open. At best, it could be said only that they agreed to agree, but that is not an enforceable contract under Louisiana or Georgia law.

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

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See McNeely v. Town of Vidalia, 102 So. 422, 423 (La. 1924); *Moss v. Moss*, 463 S.E.2d 9 (Ga. 1995). Likewise, Shelton did not have a contract with Dixie, nor did he owe it a fiduciary duty. Ga. Code § 14-11-304(a).

AFFIRMED.