

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

TROY A. LANDRY, JACOB A.
LANDRY, AND TROY LANDRY
PRODUCTIONS, LLC

NO. 2014 CW 0625

VERSUS

BASE CAMP MANAGEMENT, LLC,
CREATIVE MEDIA SOLUTIONS,
LLC THE MAUGHAN LAW FIRM,
LLC, AND ROY H. MAUGHAN, JR.

JUN 30 2014

In Re: Base Camp Management, LLC, Creative Media Solutions, LLC, The Maughan Law Firm, LLC and Roy H. Maughan, Jr., applying for supervisory writs, 23rd Judicial District Court, Parish of Assumption, No. 34318.


BEFORE: WHIPPLE, C.J., PARRO AND WELCH, JJ.

WRIT DENIED ON THE SHOWING MADE.

RHP
VGW

Welch, J., dissents and would grant the writ. There is a strong presumption favoring the enforcement of arbitration clauses, both under federal and Louisiana law. See **Aguillard v. Auction Mgmt. Corp.**, 2004-2804 (La. 6/29/05), 908 So.2d 1. Further, as the Louisiana Supreme Court held in **Hodges v. Reasonover**, 2012-0043 (La. 7/02/12), 103 So.3d 1069, cert. denied, 133 S.Ct. 1494, 185 L.Ed.2d 548, U.S. (2013), there is no per se rule against arbitration clauses in attorney/client retainer agreements. I believe the disclosure requirements required by **Hodges** were fulfilled when the client retained independent counsel for review and negotiation of the contract which contains an arbitration clause.

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DEPUTY CLERK OF COURT
FOR THE COURT