

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

LOUISIANA TELEVISION
BROADCASTING, LLC D/B/A
WBRZ-TV

NO. 2018 CW 0553

VERSUS

CHRIS PRICE

AUG 14 2018

In Re: Chris Price, applying for supervisory writs, 19th
Judicial District Court, Parish of East Baton Rouge,
No. 658529.

BEFORE: McDONALD, CRAIN, AND HOLDRIDGE, JJ.

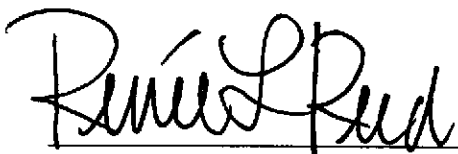
WRIT GRANTED. Relator entered an employment contract with
respondent, which included the following:

In the event Employee terminates Employee's employment
prior to the expiration of the Term, for any reason
other than death or disabling illness/accident,
Employee agrees to pay Employer stipulated damages
equal to 25% of Employee's remaining compensation or
ninety (90) days compensation under this Agreement,
whichever is greater, had Employee's employment
continued through the expiration of the Term.

Respondent seeks to collect \$13,499 in stipulated damages,
attorney fees and expenses pursuant to the employment
contract. The trial court denied relator's exception of no
cause of action directed at these claims. We find the
provision unenforceable. It is penal in nature, violates
public policy, and is not supported by either statute or
jurisprudence. See, La. R.S. 23:634(A); La. R.S. 23:921;
Orkin Exterminating Co. v. Foti, 302 So.2d 593, 596; See
also, **Keiser v. Catholic Diocese of Shreveport, Inc.**, 38,
797 (La. App. 2d Cir. 8/18/04), 880 So.2d 230, 236, **Service**
Investors, LTD v. Scully, 2008-1062 (La. App. 3d Cir.
3/4/09), 9 So. 3d 910, 915. Accordingly, the judgment of
the trial court is reversed, the exception of no cause of
action filed by relator is sustained, and respondent's
claims against relator are dismissed with prejudice.

WJC
GH
JMM

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DEPUTY CLERK OF COURT
FOR THE COURT