

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

CHARLES T. COLEMAN AND
CHARLES T. COLEMAN, DMD, A
PROFESSIONAL DENTAL
CORPORATION

NO. 2019 CW 0184

VERSUS

AFFORDABLE CARE, LLC F/K/A
AFFORDABLE CARE, INC., JOHN
A. FALLER, JOHN A. FALLER,
DDS, A PROFESSIONAL DENTAL
CORPORATION

JUL 11 2019

In Re: Charles T. Coleman and Charles T. Coleman, DMD A
Professional Dental Corporation, applying for
supervisory writs, 22nd Judicial District Court,
Parish of St. Tammany, No. 2018-1203.

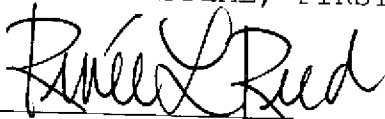
BEFORE: WELCH, CHUTZ, AND PENZATO, JJ.

WRIT NOT CONSIDERED. This writ application is untimely under Rule 4-3, Uniform Rules of Louisiana Courts of Appeal. An application not filed in the appellate court within the fixed return date period or extended period shall not be considered, in the absence of a showing that the delay in filing was not due to the applicant's fault. See **Tower Credit, Inc. v. Bradley**, 2015-1164 (La. App. 1st Cir. 4/15/16), 194 So.3d 62, 65; Rule 4-3, Uniform Rules of Louisiana Courts of Appeal. Relators failed to demonstrate to this court that this writ application was filed within the fixed return date period or that the delay in filing was not due to relators' fault.

WRC
AHP

Welch, J., dissents. I would grant the writ and vacate the trial court's October 25, 2018 judgment to the extent that it determined the arbitrability of the relator's claims. Pursuant to the parties' adoption of the AAA Rules in the subject management services agreement, the arbitrability of the relators' claims will be determined by an arbitrator. See **Fla. Gas Transmission Co., LLC v. Texas Brine Co., LLC**, 2017-0304 (La. App. 1st Cir. 12/6/18), 267 So.3d 633; see also **Jasper Contractors, Inc. v. E-Claim.com, LLC**, 2011-0978 (La. App. 1st Cir. 5/4/12), 94 So.3d 123. I would deny the writ in all other respects.

COURT OF APPEAL, FIRST CIRCUIT



DEPUTY CLERK OF COURT
FOR THE COURT