

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT

MIGUEL A. CULASSO, M.D.

NO. 2019 CW 1048

VERSUS

DOCTOR'S HOSPITAL OF
SLIDELL, LLC D/B/A STERLING
SURGICAL HOSPITAL, DHOSTATE,
LLC D/B/A CONCENTUS ET AL.

DEC 09 2019

In Re: Miguel A. Culasso, M.D., applying for supervisory writs, 22nd Judicial District Court, Parish of St. Tammany, No. 2018-12903.

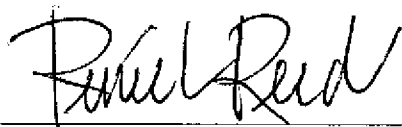
BEFORE: GUIDRY, McDONALD, HIGGINBOTHAM, CRAIN, AND LANIER, JJ.

WRIT GRANTED. The transcript of the December 4, 2018 hearing on the defendants' "Dilatory Exception of Prematurity or, Alternatively, Motion to Stay Litigation and Compel Arbitration" reveals that no evidence was introduced or admitted during the hearing, including the subject arbitration agreements. The party seeking to enforce an arbitration agreement carries the burden of proving the existence of a valid arbitration agreement. **FIA Card Servs., N.A. v. Weaver**, 2010-1372 (La. 3/15/11), 62 So.3d 709, 719. Accordingly, the portion of the trial court's December 4, 2018 judgment granting the defendants' motion to stay litigation and compel arbitration is reversed.

JMG
JMM
TMH
WIL

Crain, J., dissents. I would vacate the trial court's December 4, 2018 judgment and remand for re-trial and the introduction of evidence as to the existence of an arbitration agreement. See **Giacona v. Conti Commodity Services, Inc.**, 413 So.2d 487 (La. 1982).

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DEPUTY CLERK OF COURT
FOR THE COURT