

NOT DESIGNATED FOR PUBLICATION

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| DE ROME A. SEALS | * | NO. 2009-CA-0932 |
| VERSUS | * | |
| PEGGY EDWARDS LRA-CAM & LGD RENTAL 1 LLC DBA RIVER GARDEN APARTMENTS | * * * | COURT OF APPEAL FOURTH CIRCUIT STATE OF LOUISIANA |

APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 2008-13077, DIVISION "J-13"
Honorable Nadine M. Ramsey, Judge

Judge Patricia Rivet Murray

(Court composed of Judge Charles R. Jones, Judge Patricia Rivet Murray, Judge James F. McKay, III)

De Rome A. Seals
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IN PROPER PERSON, PLAINTIFF/APPELLANT

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COUNSEL FOR DEFENDANTS/APPELLEES

AFFIRMED

Plaintiff, De Rome A. Seals, appeals the trial court judgment granting an exception of res judicata filed by the defendants, Peggy Edwards, LRA-CAM, and LGD Rental 1, L.L.C. d/b/a River Garden Apartments (collectively referred to as “River Garden”). We affirm.

FACTUAL AND PROCEDURAL BACKGROUND

On November 19, 2008, the First City Court granted River Garden’s rule for possession of premises due to non-payment of rent, and the court entered a judgment of eviction against Mr. Seals. Mr. Seals did not appeal that judgment.

On December 22, 2008, Mr. Seals filed the present suit challenging the eviction because River Garden refused to accept his personal checks for lease payments that it alleged to be delinquent. Mr. Seals’ petition also sets forth claims of intentional infliction of emotional distress, forgery, perjury, violations of consumer protection laws, and fraudulent business practices.

In response, River Garden filed an exception of res judicata. Following a hearing on June 5, 2009, at which Mr. Seals appeared in proper person, the trial court granted the exception. This appeal followed.

DISCUSSION

Appearing before this court in proper person, Mr. Seals raises in his brief only one assignment of error: “[t]he judge was partial, did not rely or cite any law or statute as basis for ruling.” However, he failed to brief this issue as required by Uniform Rules - Courts of Appeal, Rule 2-12.4, which provides: “[a]ll specifications or assignments of error must be briefed. The court may consider as abandoned any specification or assignment of error which has not been briefed.” Although Mr. Seals’ brief is not in compliance with the rule, appellate courts have considered briefs filed by a *pro se* party that were in improper form. *Carsice v. Empire Janitorial*, 2008-0741, p. 3 (La. App. 4 Cir. 12/17/08), 2 So.3d 553, 555; *Washington v. First Choice Trucking*, 06-1479, pp. 4-5 (La. App. 3 Cir. 3/7/07), 953 So.2d 107, 110; *Costales v. Turner Industries*, 05-36, p. 4 (La. App. 5 Cir. 5/31/05), 905 So.2d 410, 412. Accordingly, because Mr. Seals is appearing *pro se*, we consider the merits of his appeal despite the improper form of his brief.

Appellate courts review a judgment dismissing a suit on an exception of res judicata *de novo* because the exception raises a question of law. *Dowl v. Redi Care Home Health*, 04-1182, p. 4 (La. App. 4 Cir. 12/22/04), 917 So.2d 434, 438. The res judicata statute, La. R.S. 13:4231, provides:

Except as otherwise provided by law, a valid and final judgment is conclusive between the same parties, except on appeal or other direct review, to the following extent:

(1) If the judgment is in favor of the plaintiff, all causes of action existing at the time of final judgment arising out of the transaction or occurrence that is the subject matter of the litigation are extinguished and merged in the judgment.

(2) If the judgment is in favor of the defendant, all causes of action existing at the time of final judgment arising out of the transaction or occurrence that is the subject matter of the litigation are extinguished and the judgment bars a subsequent action on those causes of action.

(3) A judgment in favor of either the plaintiff or the defendant is conclusive, in any subsequent action between them, with respect to any issue actually litigated and determined if its determination was essential to that judgment.

Mr. Seals contends that the trial court erred in granting River Garden's exception of res judicata because "there was no relevant or documented case ever adjudicated of file between these same defendants." We disagree. The basis for Mr. Seals' present action is his claim that the eviction judgment was improper because River Garden allegedly would not accept his checks. This claim has already been litigated. Because this action is an attempt to relitigate the eviction proceeding, the trial court correctly granted River Garden's res judicata exception.

DECREE

For the foregoing reasons, the judgment of the trial court is affirmed.

AFFIRMED