

NOT DESIGNATED FOR PUBLICATION

**STATE OF LOUISIANA
COURT OF APPEAL, THIRD CIRCUIT**

CA 15-885

JOSHUA COLLETTE

VERSUS

W. GLENN SOILEAU

**APPEAL FROM THE
SIXTEENTH JUDICIAL DISTRICT COURT
PARISH OF ST. MARTIN, NO. 82430
HONORABLE GREGORY P. AUCOIN, DISTRICT JUDGE**

BILLY H. EZELL

JUDGE

Court composed of Judges Sylvia R. Cooks, Billy H. Ezell, and John E. Conery.

APPEAL DISMISSED AND REMANDED.

**W. Glenn Soileau
Attorney at Law
Post Office Box 344
Breux Bridge, LA 70517
(337) 332-4561
COUNSEL FOR DEFENDANT/APPELLEE:
W. Glenn Soileau**

**Joshua Collette
505 Rue Labelle
Breux Bridge, LA 70517
COUNSEL FOR PLAINTIFF/APPELLANT:
In Proper Person**

EZELL, Judge.

This court issued a rule ordering Plaintiff-Appellant, Joshua Collette, to show cause, by brief only, why his appeal should not be dismissed for having been taken from a judgment lacking proper decretal language. *See Thomas v. Lafayette Parish School System*, 13-91 (La.App. 3 Cir. 3/6/13), 128 So.3d 1055. Plaintiff did not respond to the rule.

The case arises out of a breach of contract claim filed by Plaintiff against Defendant, W. Glenn Soileau, involving legal services to be provided to Plaintiff by Defendant. Following Plaintiff's arrest in July of 2011, he retained Defendant to file a civil suit against the arresting agencies involved in the arrest. Suit was filed by Defendant, and the Defendant subsequently requested a \$3,500 retainer fee from Plaintiff to represent him in the suit. If the retainer fee was not paid, however, Defendant would withdraw from the case. Plaintiff was unable to pay the retainer fee and obtained his file from Defendant. Two years later, when Plaintiff's criminal proceeding ended, Plaintiff met with another attorney to represent him in the civil lawsuit and was informed that Defendant filed the suit five days after the matter had prescribed.

On March 6, 2015, Plaintiff filed suit against Defendant for breach of contract for failure to file suit as agreed within the prescriptive period, for denial of his right to sue the arresting agencies, and for compensatory damages as a result of the breach. Following a trial on the merits, the trial court issued Reasons for Judgment on June 12, 2015, wherein it found that the civil suit filed in East Baton Rouge Parish is still pending; thus, there was no breach of contract. Costs were assessed to Plaintiff. There is no written judgment in the record.

In *Thomas*, 128 So.3d at 1056, this court stated:

[W]e note that this court has stated that “[a] valid judgment must be precise, definite, and certain. A final appealable judgment must contain decretal language, and it must name the party in favor of whom the ruling is ordered, the party against whom the ruling is ordered, and the relief that is granted or denied.” *State v. White*, 05-718 (La.App. 3 Cir. 2/1/06), 921 So.2d 1144, 1146. Moreover, a judgment cannot require reference to extrinsic documents or pleadings in order to discern the court’s ruling. *Vanderbrook v. Coachmen Industries, Inc.*, 2001-809 (La.App. 1 Cir. 5/10/02), 818 So.2d 906.

Clearly, the record does not contain a judgment that meets these requirements.

The Reasons for Judgment dated June 12, 2015, are ambiguous and lack proper decretal language. Therefore, we dismiss the instant appeal and remand the matter to the trial court for further proceedings in accordance with this opinion.

APPEAL DISMISSED AND REMANDED.

THIS OPINION IS NOT DESIGNATED FOR PUBLICATION.
Rule 2-16.3 Uniform Rules, Court of Appeal.