

STATE OF LOUISIANA

COURT OF APPEAL, FIRST CIRCUIT

ROBERT AND BONNIE BEATTIE

NO. 2026 CW 0846

VERSUS

JAMES GERARD CHAUVIN AND
OLDE ORLEANS CONSTRUCTION,
INC.

OCTOBER 21, 2026

In Re: James Gerard Chauvin and Olde Orleans Construction, Inc., applying for supervisory writs, 22nd Judicial District Court, Parish of St. Tammany, No. 2025-13605.

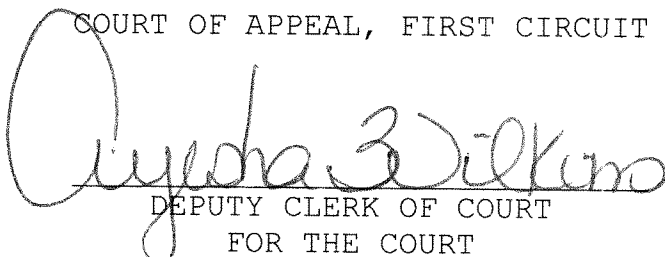
BEFORE: McCLENDON, C.J., THERIOT, HESTER, MILLER AND GREENE, JJ.

WRIT GRANTED. The May 20, 2026 judgment denying the exception of prematurity filed by defendants, James Chauvin and Olde Orleans, is reversed. The burden of proof is on the defendant to establish that a valid and enforceable arbitration agreement exists. See Crosby as Tr. of Aaron Guidry Tr. v. Crosby Enterprises, LLC, 2023-1338 (La. App. 1st Cir. 8/9/24), 395 So.3d 296, 300. If the defendant satisfies its burden of proof establishing its right to arbitration, the burden then shifts to plaintiffs to demonstrate they did not consent to arbitration. **Id.** Article V of the construction contract between defendants and plaintiffs was sufficient to mandate the parties submit their issues to arbitration. The contract provided, "The request for arbitration shall be sought by both parties within 30 days of written notice of a dispute by either of the parties." The reference to arbitration in Article VI further showed the parties' intent to arbitrate. See Caldarera & Co. v. Louisiana Stadium & Exposition Dist., 98-294 (La. App. 5th Cir. 12/16/98), 725 So.2d 549. Therefore, the exception of prematurity is granted, and plaintiffs' claims against defendants are dismissed without prejudice.

PMc
MRT
CHH
HG

Miller, J., dissents and would deny the writ. I would defer to the trial court's determination that the language of the contract was "unclear...ambiguous...[and] internally inconsistent."

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FOR THE COURT