

06/05/2017 "See News Release 031 for any Concurrences and/or Dissents."

SUPREME COURT OF LOUISIANA

No. 2017-C-630

LINDA M. POTIER

VERSUS

MORRIS BART, L.L.C.

ON WRIT OF CERTIORARI TO THE COURT OF APPEAL,

FOURTH CIRCUIT, PARISH OF ORLEANS

CRICHTON, J., additionally concurs and assigns reasons:

I agree with the decision to deny this writ. I write separately to make clear that, in my view, a contract between an attorney and a client requires a heightened burden on the attorney to make “full and complete” disclosures related to arbitration clauses. *Hodges v. Reasonover*, 12-0043 (La. 7/2/12), 103 So. 3d 1069. As noted by Justice Knoll in her plurality opinion in *Hodges*, these disclosures should detail the effects of an arbitration clause, and may include “the waiver of a jury trial, the waiver of the right to appeal, the waiver of broad discovery rights, and the possible high upfront costs of arbitration.” *Id.* at 1078. It is my opinion that additional disclosures are essential to respecting the sacrosanct nature of the attorney-client relationship.