

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2007 CA 1500

ANTONIO LE MON, ESQ.

VERSUS

STATE FARM FIRE AND CASUALTY COMPANY

Judgment Rendered: MAR 26 2008

On Appeal from the 22nd Judicial District Court
In and For the Parish of St. Tammany
Docket No. 2006-12544, Division "F"

Honorable Martin E. Coady, Judge Presiding

Antonio Le Mon
Covington, LA

Plaintiff/Appellant
In Proper Person
Antonio Le Mon

Elton A. Foster
River Ridge, LA

Counsel for Defendant/Appellee
State Farm Fire
and Casualty Company

BEFORE: WHIPPLE, GUIDRY, AND HUGHES, JJ.

Guidry, J. concurs in the result.

HUGHES, J.

Plaintiff seeks review of the trial court's granting of a motion for summary judgment in favor of State Farm, dismissing his claim for attorney's fees. The sole issue for review is whether State Farm owes appellant a portion of the attorney's fee he claims pursuant to his representation of State Farm's insureds. Appellant was hired by State Farm's insureds and entered into a contingency fee agreement with them. State Farm filed its own action, hired its own attorney, and participated in the litigation.

After a thorough review of the record and relevant jurisprudence, we find that the trial court's oral reasons, rendered in open court, adequately explain the decision. Case law precedent clearly controls the disposition of this case, and the issues raised involve no more than an application of well-settled rules to recurring fact situations. **Barecca v. Cobb**, 95-1651 (La. 2/28/96), 668 So.2d 1129, 1132; **Murray v. German Mutual Ins. Co.**, 37,697 (La. App. 2 Cir. 9/24/03), 856 So.2d 81, 82, writ denied, 2003-3168 (La. 2/13/04), 867 So.2d 698. We find no error in the decision of the trial court. The trial court's judgment is affirmed in accordance with Uniform Court of Appeal Rule 2-16.2 A (2), (4), (5), (6), and (7). All costs of this appeal are to be borne by the appellant, Antonio Le Mon.

AFFIRMED.