

The Supreme Court of the State of Louisiana

VALARIE CANTRELLE

No. 2024-CC-01545

VS.

WILLIAM T. SARGENT, M.D.

IN RE: William T. Sargent, M.D. - Applicant Defendant; Applying For Supervisory Writ, Parish of Orleans Civil, Civil District Court Number(s) 2024-02112, Court of Appeal, Fourth Circuit, Number(s) 2024-C-0619;

April 08, 2025

Writ application granted. See per curiam.

JBM
JLW
JDH
WJC
CRC

Griffin, J., dissents.
Guidry, J., dissents.

Supreme Court of Louisiana
April 08, 2025


Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2024-CC-01545

VALARIE CANTRELLE

VS.

WILLIAM T. SARGENT, M.D.

On Supervisory Writ to the Civil District Court, Parish of Orleans Civil

PER CURIAM

Plaintiff, Valarie Cantrelle, filed a medical malpractice complaint requesting a medical review panel convene against defendant, Dr. William T. Sargent. The medical review panel rendered a unanimous opinion concluding defendant did not breach the applicable standard of care.

Plaintiff then filed the instant suit in the district court. Defendant filed a motion for bond for medical review panel costs under La. R.S. 40:12311.8(I)(c), which provides that when a unanimous medical review panel opinion is rendered in favor of the defendant, a claimant who files a medical malpractice suit must post a cash or surety bond in the amount of the panel costs.

Prior to a hearing on the motion, the parties entered into a consent judgment which required plaintiff to “post a cash or surety bond for the costs of the medical review panel, in the amount of \$3,012.26 on or before the 9th day of August, 2024. . . .” The consent judgment also provided “no further action will be taken in this matter until such bond is posted with the exception that if the deadline above lapses without filing of a cash or surety bond referenced above, then Defendant may file an ex parte motion to dismiss the suit, which shall be granted without the need of a hearing.”

When plaintiff did not post the bond by the August 9, 2024 deadline, defendant filed an ex parte motion to dismiss plaintiff’s petition for damages with

prejudice. On August 26, 2024, plaintiff filed an opposition asserting that “[u]nfortunately, due to unforeseen circumstances, the plaintiff was not able to meet the August 9, 2024 deadline.” Plaintiff posted the bond the same day.

Thereafter, the district court denied defendant’s ex parte motion to dismiss. Defendant applied for supervisory review. The court of appeal denied the writ, with one judge dissenting. Defendant now seeks relief in this court.

A consent judgment is a bilateral contract wherein parties adjust their differences by mutual consent. *Plaquemines Par. Gov't v. Getty Oil Co.*, 95-2452 (La. 5/21/96), 673 So. 2d 1002, 1006. A judgment, whether it results from the assent of the parties or is the result of a judicial determination after a trial on the merits, is and should be accorded sanctity under the law. *Id.*; *see also Ritchey v. Azar*, 383 So. 2d 360, 363 (La. 1980) (explaining that “a judgment obtained by consent of the parties gets its binding force and effect from the parties’ consent.”).

The consent judgment between the parties in this case mandates plaintiff to post a cash or surety bond for the costs of the medical review panel on or before August 9, 2024 and provides that if plaintiff fails to do so, defendant may file an ex parte motion to dismiss the suit. It is undisputed plaintiff failed to comply with the August 9, 2024 deadline. Therefore, the court must give effect to consent judgment and grant defendant’s ex parte motion to dismiss the suit. *See Burrell v. UMC*, 2019-1095 (La. App. 4 Cir. 6/10/20), 302 So. 3d 93; *Hebert v. Drewitz*, 2009-0798 (La. App. 1 Cir. 10/27/09), 29 So. 3d 607.

DECREE

For the reasons assigned, the writ is granted and made peremptory. The judgment of the district court is reversed. The motion to dismiss is granted, and judgment is hereby rendered dismissing the suit filed by Valarie Cantrelle against Dr. William T. Sargent without prejudice.