

**IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT**

\_\_\_\_\_  
No. 14-30958  
\_\_\_\_\_

United States Court of Appeals  
Fifth Circuit

**FILED**

April 14, 2015

Lyle W. Cayce  
Clerk

REID ZEISING; DIXIE RESTAURANT GROUP, L.L.C.,

Plaintiffs - Appellants

v.

MICHAEL A. SHELTON; SHELTON RESTAURANT GROUP, L.L.C.,

Defendants - Appellees

\_\_\_\_\_  
Appeal from the United States District Court  
for the Western District of Louisiana  
USDC No. 1:12-CV-2614  
\_\_\_\_\_

Before REAVLEY, SMITH, and GRAVES, Circuit Judges.

PER CURIAM:\*

The judgment of the district court is affirmed because an enforceable oral contract was not mutually agreed upon by these parties. The acquisition, purchase and terms, of the 29 Popeye's restaurants, how they would be operated and what – if any – consideration and role Zeising would contribute, was left wide open. At best, it could be said only that they agreed to agree, but that is not an enforceable contract under Louisiana or Georgia law.

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\* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

No. 14-30958

*See McNeely v. Town of Vidalia*, 102 So. 422, 423 (La. 1924); *Moss v. Moss*, 463 S.E.2d 9 (Ga. 1995). Likewise, Shelton did not have a contract with Dixie, nor did he owe it a fiduciary duty. Ga. Code § 14-11-304(a).

**AFFIRMED.**