

**NOT DESIGNATED FOR PUBLICATION**

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2006 CA 0540

LORI MERCER HAMMONDS

VERSUS

RELIANCE INSURANCE COMPANY,  
SOUTHEASTERN LOUISIANA WATER & SEWER  
CO., INC., SOUTHEASTERN LOUISIANA WATER &  
SEWER CO., L.L.C. AND EDGAR J. DILLARD, JR.

Judgment Rendered: December 28, 2006.

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On Appeal from the  
22nd Judicial District Court,  
In and for the Parish of St. Tammany,  
State of Louisiana  
Trial Court No. 2000-14533

Honorable Larry J. Green, Judge Presiding

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Allstate Insurance Company and  
Edgar J. Dillard, Jr.

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BEFORE: CARTER, C.J., WHIPPLE, AND MCDONALD, JJ.

## **CARTER, C. J.**

This is an appeal involving a judgment rendered by the 22nd Judicial District Court on August 5, 2005, concerning the assessment of costs in a personal injury case. The judgment followed a jury trial resulting in a verdict in favor of all defendants, Louisiana Insurance Guaranty Association (LIGA), as statutory successor in interest to Reliance Insurance Company in Liquidation, the insurers of Southeastern Louisiana Water & Sewer Co., Inc.,<sup>1</sup> and Edgar J. Dillard Jr., and his insurer, Allstate Insurance Company (Allstate), and dismissing the claims of plaintiff, Lori Mercer Hammonds, at her cost. We have rendered a separate unpublished opinion this same date in a related appeal regarding the judgment on the merits of the case.<sup>2</sup> Although plaintiff enumerates six assignments of error, the sole issue in this appeal is whether the trial court abused its discretion when it assessed costs against plaintiff.

### **REASONS INCORPORATED INTO JUDGMENT**

We initially issued a show cause order, *ex proprio motu*, as to why this appeal should not be dismissed, because the written reasons for the judgment were not set out in an opinion separate from the judgment as required by LSA-C.C.P. art. 1918.<sup>3</sup> However, after a thorough review of the trial court's judgment incorporating its reasons for judgment, we have

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<sup>1</sup> Southeastern Louisiana Water & Sewer Co., Inc. was dismissed prior to trial.

<sup>2</sup> The pertinent factual and procedural background is thoroughly outlined in the related appeal. In that separate opinion, we affirm the trial court's judgment denying plaintiff's motion for judgment notwithstanding the verdict and alternative motion for new trial, effectively upholding the jury verdict in favor of all defendants and dismissing plaintiff's claims at her cost. *See Hammonds v. Reliance Ins. Co., et al.*, 06-0529 (La. App. 1 Cir. \_\_\_/\_\_\_/06) (unpublished).

<sup>3</sup> Louisiana Code of Civil Procedure article 1918 provides, "A final judgment shall be identified as such by appropriate language. When written reasons for the judgment are assigned, they shall be set out in an opinion separate from the judgment."

concluded that the judgment sufficiently contains the necessary essentials to determine the rights of the parties and the relief awarded. The form and wording of a valid judgment is not sacramental, but it must be precise, definite and certain as required by law. See Official Revision Comment (a) for LSA-C.C.P. art. 1918; **Hinchman v. International Broth. of Elec. Workers, Local Union No. 130**, 292 So.2d 717, 719 (La. 1974); **Davis v. Farm Fresh Food Supplier**, 02-1401 (La. App. 1 Cir. 3/28/03), 844 So.2d 352, 354. Furthermore, a final appealable judgment must contain decretal language, and it must name the party in favor of whom the ruling is ordered, the party against whom the ruling is ordered, and the relief that is granted or denied. **Jenkins v. Recovery Technology Investors**, 02-1788 (La. App. 1 Cir. 6/27/03), 858 So.2d 598, 600.

The judgment *sub judice* assesses costs in specific amounts, including interest from the date of judicial demand, against plaintiff and in favor of defendants, LIGA and Allstate. Although the judgment does not refer to plaintiff by name, there is only one plaintiff involved in this case and we are able to ascertain the plaintiff's name from the caption on the judgment as well as the record. See **Reaux v. City of New Orleans**, 01-1585 (La. App. 4 Cir. 3/20/02), 815 So.2d 191, 194-195, writ denied, 02-1068 (La. 6/14/02), 817 So.2d 1158. Because the reasons for judgment incorporated in the judgment precisely and adequately set forth the trial court's findings and the specific amount of costs due each defendant by plaintiff, we find the trial court's failure to set out its lengthy written reasons in a separate opinion from the judgment does not render the August 5, 2005 judgment fatally defective. Accordingly, we see no need to remand this matter for entry of a new judgment, and we maintain this appeal. See **Country Club of**

**Louisiana Property Owners Ass'n, Inc. v. Dornier**, 96-0898 (La. App. 1 Cir. 2/14/97), 691 So.2d 142, 149. However, in the interest of judicial economy, we find it necessary to amend the trial court judgment in order to insert language at the end of the judgment, succinctly summarizing what the trial court ordered, adjudged and decreed in one statement as to each defendant rather than scattered throughout its reasons for judgment.

### **ASSESSMENT OF COSTS**

Plaintiff argues that the trial court erred in numerous ways when it allowed defendants to introduce uncertified and unverified documents to prove court costs, expert witness fees, exhibit costs and related expenses. We find it significant, however, that plaintiff does not contend the costs assessed by the trial court were in any way exaggerated or unwarranted.

It is well settled in Louisiana that the trial court has great discretion in awarding costs in any equitable manner. **Gauthier v. Wilson**, 04-2527 (La. App. 1 Cir. 11/4/05), 927 So.2d 383, 387, writ denied, 05-2402 (La. 3/31/06), 925 So.2d 1258; LSA-C.C.P. art. 1920. The trial court accepted defense counsels' testimony and argument, as well as the evidence submitted in support of the costs, without requiring independent verifying proof. Even if the trial court erred in accepting some evidence that was not properly authenticated, we conclude the error was harmless given defense counsels' uncontradicted and unchallenged testimony regarding the costs incurred. See Clement v. Graves, 04-1831 (La. App. 1 Cir. 9/28/05), 924 So.2d 196, 204. Defense counsels' testimony corroborated the itemized inventory lists of costs provided to the trial court before the final hearing on the assessment of costs. Plaintiff's counsel was given the opportunity to cross-examine defense counsel on all the items.

After a thorough review of this voluminous record, we find no abuse of discretion in the trial court's award of costs. On appeal, plaintiff has not challenged the right of defendants to recover the costs or the validity of the actual amount of the costs awarded by the trial court. The trial court issued extensive reasoning for its assessment. We find no reversible error in that decision. See Delaney v. Whitney Nat'l Bank, 96-2144 (La. App. 4 Cir. 11/12/97), 703 So.2d 709, 720-721, writ denied, 98-0123 (La. 3/20/98), 715 So.2d 1211.

### CONCLUSION

For the above-stated reasons, we amend the August 5, 2005 trial court judgment to include the following language at the end of the judgment, before the declaration of the date the judgment was signed:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment against plaintiff, Lori Mercer Hammonds, and in favor of defendant, Louisiana Insurance Guaranty Association (LIGA), as statutory successor in interest to Reliance Insurance Company in Liquidation, awarding costs to LIGA in the sum of \$4,280.08, with interest from the date of judicial demand.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there be judgment against plaintiff, Lori Mercer Hammonds, and in favor of defendant, Allstate Insurance Company (Allstate), awarding costs to Allstate in the sum of \$6,551.50, with interest from the date of judicial demand.

As amended, we affirm the August 5, 2005 trial court judgment. All costs of this appeal are assessed against plaintiff, Lori Mercer Hammonds. We issue this memorandum opinion in accordance with Uniform Rules – Courts of Appeal, Rule 2-16.1B.

**AMENDED AND AFFIRMED.**