

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2010 CA 2132

JULIEANN BLOUNT

VERSUS

AUBREY L. PEREZ AND STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

DATE OF JUDGMENT: MAY 06 2011

ON APPEAL FROM THE NINETEENTH JUDICIAL DISTRICT COURT
NUMBER C582415, DIV. 25, PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

HONORABLE WILSON E. FIELDS, JUDGE

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BEFORE: KUHN, PETTIGREW, AND HIGGINBOTHAM, JJ.

Disposition: AFFIRMED.

THH-Higginbotham, J. concurs in the result.

KUHN, J.

Defendant-appellant, State Farm Mutual Automobile Insurance Company, appeals the trial court's judgment that awards damages to the plaintiff-appellee, Julieann Blount, for personal injuries she sustained as a result of an automobile accident on September 22, 2008. On appeal, appellant urges that trial court erred in finding the automobile accident was the cause of Ms. Blount's eye pain and the aggravation of her migraine headaches. Appellant also challenges the quantum of general damages awarded. The record contains evidence that, although Ms. Blount has been blind in her right eye since birth, the pain she currently experiences in that eye is a result of the automobile accident. And she testified that her migraine headaches were aggravated by the automobile accident. Thus, the trial court's factual conclusions, supported by a reasonable evidentiary basis, are not manifestly erroneous or clearly wrong. *See Fontenot v. Patterson Ins.*, 2009-0669, p. 8 (La. 10/20/09), 23 So.3d 259, 267. We also cannot say that the trial court abused its much discretion in the quantum of general damages it awarded. *See* La. C.C. art. 2324.1; *Youn v. Maritime Overseas Corp.*, 623 So.2d 1257, 1261 (La. 1993), *cert. denied*, 510 U.S. 1114, 114 S.Ct. 1059, 127 L.Ed.2d 379 (1994). Accordingly, the trial court's judgment is affirmed in compliance with URCA Rule 2-16.2.A(2), (4), (6), (7), and (8). Appeal costs are assessed against defendant-appellant, State Farm Mutual Automobile Insurance Company.

AFFIRMED.