

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NUMBER 2009 CA 1365

LOUISIANA STUCCO & MASONRY, LLC

VERSUS

WDM
Ⓢ
JEW

**MBD CONSTRUCTION COMPANY, INC.
AND ARCH INSURANCE COMPANY**

Judgment Rendered: February 12, 2010

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Appealed from the
Nineteenth Judicial District Court
In and for the Parish of East Baton Rouge, Louisiana
Trial Court Number 555,163

Honorable William Morvant, Judge

* * * * *

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Perkins Rowe Associates II, LLC

* * * * *

BEFORE: WHIPPLE, HUGHES, AND WELCH, JJ.

HUGHES, J.

This is an appeal from a district court judgment, signed February 19, 2009, confirming an arbitration award in favor of appellee MBD Construction Company, Inc. and against appellants Perkins Rowe Associates, LLC and Perkins Rowe Associates II, LLC (collectively “Perkins Rowe”).¹

In its four assignments of error, Perkins Rowe contends: (1) the district court erred in confirming the arbitrator’s award because the arbitrator exceeded his authority under the parties’ arbitration agreement; (2) the district court erred in confirming the arbitrator’s award because it provided relief as to only a portion of the claims asserted (multiple hearings by the arbitrator were not authorized by the arbitration agreement); (3) the district court erred in confirming the arbitrator’s award because the petition seeking confirmation of the arbitration award was improperly filed (should have been filed in a separate suit); and (4) the district court judgment named both Perkins Rowe Associates, LLC and Perkins Rowe Associates II, LLC as judgment debtors, when the arbitration award named only Perkins Rowe Associates, LLC.

At the outset, we reject Perkins Rowe’s first three assignments of error as meritless. All three of these arguments were previously made by Perkins Rowe in a related lawsuit, **Keystone Structural Concrete, LLC v. Perkins Rowe Associates, LLC**, 2009-1102 (La. App. 1 Cir. 12/23/09) (unpublished opinion), and found to be without merit. We find the

¹ We note that other arbitration awards were confirmed in this judgment as to other parties not involved in this appeal, which are not discussed herein. Further, we note that an earlier judgment was signed by the district court, in October 2008, confirming other arbitration awards applicable to appellants and appellee, as well as other parties. This earlier judgment was the subject of another appeal (Number 2009 CA 0665), which was dismissed by a June 22, 2009 order of this court. The instant appeal was not made applicable to the October 2008 judgment, as appellants’ motion for appeal sought to appeal only the judgment “signed on February 19, 2009.”

reasoning applied by this court in **Keystone** equally applicable in the instant appeal.

As to Perkins Rowe's remaining assignment of error, we note that Perkins Rowe failed to object before the district court to the naming of both Perkins Rowe Associates, LLC and Perkins Rowe Associates II, LLC in the judgment confirming the arbitration. Appellate courts generally find it inappropriate to consider an issue raised for the first time on appeal that was not pled, urged, or addressed in the court below. **Johnson v. State**, 2002-2382, p. 4 (La. 5/20/03), 851 So.2d 918, 921; **Geiger v. State ex rel. Department of Health and Hospital**, 2001-2206, p. 11 (La. 4/12/02), 815 So.2d 80, 86; **Jackson v. Home Depot, Inc.**, 2004-1653, pp. 6-7 (La. App. 1 Cir. 6/10/05), 906 So.2d 721, 725; **Hudson v. East Baton Rouge Parish School Board**, 2002-0987, p. 3 (La. App. 1 Cir. 3/28/03), 844 So.2d 282, 285; **Mobil Exploration & Producing U.S. Inc. v. Certain Underwriters Subscribing to Cover Note 95-3317(A)**, 2001-2219, p. 36 (La. App. 1 Cir. 11/20/02), 837 So.2d 11, 41, writ denied, 2003-0418 (La. 4/21/03), 841 So.2d 805, writs denied, 2003-0417, 2003-0427, 2003-0438 (La. 5/16/03), 843 So.2d 1129, 1130. See also Uniform Rules - Courts of Appeal, Rule 1-3. Since the district court was given no opportunity in the instant case to rule on this particular contention by Perkins Rowe, and therefore had no opportunity to remedy any insufficiency, we decline to address this issue, which is presented for the first time on appeal.

Accordingly, we find no merit in this appeal.

CONCLUSION

For the reasons stated herein, the district court judgment is affirmed in accordance with Uniform Rules - Courts of Appeal, Rule 2-16.2. All costs are assessed to Perkins Rowe Associates, LLC and Perkins Rowe Associates II, LLC.

AFFIRMED.