

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2007 CA 2175

RIVERSIDE TRANSPORTATION, INC.

VERSUS

**DAVID EDWIN BURKE
AND THE STATE OF LOUISIANA
THROUGH THE DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONS**

Judgment Rendered: DEC 23 2008

On Appeal from the 19th Judicial District Court
In and For the Parish of East Baton Rouge
Trial Court No. 471,773

Honorable Janice Clark, Judge Presiding

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BEFORE: PETTIGREW, McDONALD, AND HUGHES, JJ.

HUGHES, J.

This is an appeal from a judgment awarding attorney fees following an award of damages under 42 U.S.C. § 1983.¹ Trial on the main demand, resulting in a finding of liability and separate judgments awarding damages to plaintiff, Riverside Transportation, Inc. (Riverside), and to intervenors, (Helga Pope, et al.), was held September 25, 2006; however, the issues of attorney fees, costs, and other equitable relief were reserved for later determination by the district court.² On July 10, 2007 the district court signed a judgment stating:

IT IS ORDERED that attorney's fees be awarded in the amount of \$150.00 per hour for 234.00 hours through the date of filing of the Motion for Attorney Fees, January 24, 2007, plus any time incurred from that date forward at the rate of \$150.00 per hour.

This judgment failed to specifically name the judgment creditor or the judgment debtor.³ Further, even though the attorney fees awarded through January 24, 2007 were determinable by multiplying the \$150.00 hourly rate awarded by the 234.00 hours awarded, attorney fees awarded thereafter for "any time incurred" were indeterminate.

¹ On appeal, this court affirmed liability, amended the award of damages in part, and affirmed the awards as amended in **Riverside Transportation, Inc. v. Burke**, 2007-1370 (La. App. 1 Cir. 3/26/08) (unpublished), 978 So.2d 1261 (table), writ denied, 2008-0872 (La. 6/27/08), 983 So.2d 1291.

² In an earlier July 3, 2008 action, a separate panel of this court questioned whether the district court had jurisdiction to render a separate judgment on the attorney fees issue when an appeal had already been taken from the earlier judgments on liability and damages, citing **Louisiana Casino Cruises, Inc. v. Capitol Lake Properties, Inc.**, 2004-0882 (La. App. 1 Cir. 3/24/05), 915 So.2d 784. In **Louisiana Casino Cruises, Inc. v. Capitol Lake Properties, Inc.**, this court ruled that in that case the issue of attorney fees was a part of the main demand for injunctive relief, over which the district court lacked jurisdiction to hear after judgment on the main demand had been appealed. However, we find the procedural posture of the present case distinguishable. In the instant case, the district court in essence bifurcated trial of the issues related to liability and damages from the trial of the issue of attorney fees. The record does not reflect that any party objected to this bifurcation. Thus, the judgments rendered as to liability and damages were partial final judgments that were separately appealable under LSA-C.C.P. art. 1915.

³ In brief to this court the parties herein make the assumption that the judgment at issue was rendered in favor of the intervenors (Helga Pope, et al.), who are represented by Jill L. Craft, although this fact was not directly stated either in the minutes of court or in the written judgment. This supposition is supported by the fact that a judgment was previously signed on April 13, 2007 in favor of Riverside, the only other prevailing party, and against defendants David Burke and the State of Louisiana, for damages and \$5,000.00 in attorney fees.

An appellate court's jurisdiction extends only to final judgments. **Carter v. Williamson Eye Center**, 2001-2016, p. 3 (La. App. 1 Cir. 11/27/02), 837 So.2d 43, 44 (citing LSA-C.C.P. art. 2083). Louisiana courts require that a valid final judgment be precise, definite, and certain. **Laird v. St. Tammany Parish Safe Harbor**, 2002-0045, p. 3 (La. App. 1 Cir. 12/20/02), 836 So.2d 364, 365; **Vanderbrook v. Coachmen Industries, Inc.**, 2001-0809, p. 11 (La. App. 1 Cir. 5/10/02), 818 So.2d 906, 913. The specific nature and amount of an award should be determinable from a judgment without reference to an extrinsic source such as pleadings or reasons for judgment. **Vanderbrook v. Coachmen Industries, Inc.**, 2001-0809 at pp. 11-12, 818 So.2d at 913. Additionally, a valid final judgment must also identify the party in whose favor the ruling was made and the party against whom the ruling was made. **Laird v. St. Tammany Parish Safe Harbor**, 2002-0045 at p. 3, 836 So.2d at 366.

Neither the identity of the judgment creditor(s) and judgment debtor(s) nor the exact amount of attorney fees awarded can be determined from this judgment; thus, it is not a valid final judgment. See **Vanderbrook v. Coachmen Industries, Inc.**, 2001-0809 at p. 12, 818 So.2d at 914.

Since the judgment at issue is not a valid final judgment, this court is without jurisdiction to review the matter. See **Carter v. Williamson Eye Center**, 2001-2016 at p. 3, 837 So.2d at 44.

Accordingly, we dismiss this appeal *ex proprio motu*.⁴

APPEAL DISMISSED.

⁴ Appellee (Riverside) filed an answer to this appeal, requesting an increase in attorney fees awarded to it "to compensate for this appeal" and seeking a remand to the trial court for a "calculation" of attorney fees that were awarded "without [the district court] conducting the required hearing." However, the district court judgment that awarded attorney fees to Riverside was the subject of the prior appeal decided by this court. As stated hereinabove, the judgment granting Riverside damages and attorney fees was signed on April 13, 2007; while the judgment at issue in this appeal was signed on July 10, 2007. The defendants'/appellants' petition initiating the instant appeal clearly applied only to the July 10, 2007 district court judgment. Furthermore, in this court's prior decision, we stated, "[W]e have reviewed the attorney's fee awarded to Riverside ... and find no error." **Riverside Transportation, Inc. v. Burke**, 2007-1370 at p. 18 n.7.