

**NOT DESIGNATED FOR PUBLICATION**

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2010 CA 0307

STEPHANIE WATKINS wife of/and  
GREYLIN WATKINS

VERSUS

PANCO INC., CORA K. PANIA, wife of/and ELMO PANIA, JR.,  
CHARLES RICHARDSON d/b/a REHAB CONSTRUCTION,  
HENRY LOUIS THURMAN, JR., HUNT-THURMAN ASSOCIATES,  
CITY OF PLAQUEMINE, LOUISIANA STATE LICENSING BOARD OF  
CONTRACTORS, THE ABC INSURANCE COMPANY, THE DEF  
INSURANCE COMPANY, THE GHI INSURANCE COMPANY,  
THE JKL INSURANCE COMPANY, THE MNO INSURANCE  
COMPANY, THE PQR INSURANCE COMPANY AND  
THE XYZ INSURANCE COMPANY

Judgment Rendered: September 10, 2010.

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On Appeal from the  
19th Judicial District Court,  
In and for the Parish of East Baton Rouge,  
State of Louisiana  
Trial Court No. C505870

The Honorable Wilson Fields, Judge Presiding

\* \* \* \* \*

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Baton Rouge, LA

Plaintiff/Appellant  
In Proper Person

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\* \* \* \* \*

BEFORE: CARTER, C.J., GAIDRY AND WELCH, JJ.

**CARTER, C. J.**

Stephanie and Greylin Watkins filed this suit for damages related to the alleged faulty construction of their home in Plaquemine, Louisiana. Included as a defendant were Certain Underwriters at Lloyd's, London, who issued a commercial general liability policy to PANCO, Inc., another defendant. Lloyd's moved for summary judgment and also filed a peremptory exception raising the objection of prescription based on application of the New Home Warranty Act. The trial court denied the motion for summary judgment. The trial court overruled the peremptory exception raising the objection of prescription as to the structural mold theory, but maintained the objection as to all other issues.

On application by Lloyd's, this court granted supervisory writs, reversed the trial court's judgment and entered judgment in their favor sustaining the peremptory exception raising the objection of prescription and dismissing the remaining claims based on the mold theory. **Watkins v. Panco, Inc.**, 08-2285 (La. App. 1 Cir. 3/9/09) (unpublished writ action). Thereafter, on October 26, 2009, the trial court entered a judgment purporting to formalize the action taken by this court by "granting defendants['] Exception of Prescription and Dismissing plaintiffs' suit with prejudice." It is from the October 26, 2009 judgment that plaintiffs have appealed. The appellees, Lloyd's, PANCO, Inc., Cora K. Pania, and Elmo Pania, Jr., (collectively, "Lloyd's"), have filed a motion to dismiss the appeal of the October 26, 2009 judgment for lack of jurisdiction.

**MOTION TO DISMISS**

A judgment is the determination of the rights of the parties in an action and may award any relief to which the parties are entitled. A

judgment that determines the merits of a case in whole or in part is a final judgment. LSA-C.C.P. art. 1841. A judgment of an appellate court that decides the merits of the case is a final judgment whether that judgment was reached pursuant to the appellate court's appellate or supervisory jurisdiction. **Tolis v. Board of Supervisors of Louisiana State University**, 95-1529 (La. 10/16/95), 660 So.2d 1206, 1206. Once a final judgment acquires the authority of the thing adjudged, which occurs if no timely direct review is sought or if the judgment is confirmed on further review, no court has jurisdiction to modify, revise or reverse the judgment. LSA-R.S. 13:4231; **Tolis**, 660 So.2d at 1206-07.

This court's writ action dismissed the claims against Lloyd's for damages related to mold, which were the only claims not dismissed by the trial court's original judgment. Accordingly, the writ action was a final judgment, modification of which is barred by any court since direct review was not sought. See Tolis, 660 So.2d at 1207. Having the trial court enter a subsequent judgment confirming the judgment rendered by this court did not create new appeal delays and does not confer on this court the jurisdiction to reconsider the merits of the issue.

#### **CONCLUSION**

Considering the foregoing, the motion to dismiss the appeal is granted and this appeal is dismissed.

**MOTION GRANTED; APPEAL DISMISSED.**