

RAY FLOWERS AND
KELLY FLOWERS

*

NUMBER: 453,956 "B"

VERSUS

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FIRST JUDICIAL DISTRICT COURT

SAIA MOTOR FREIGHT LINE, INC,
CECIL B. FRUGE AND AMERICAN
HOME INSURANCE COMPANY,
IN SOLIDO

*

CADDO PARISH, LOUISIANA


FINAL JUDGMENT REGARDING
THE ISSUE OF LIABILITY

THIS CAUSE having been bifurcated by agreement of all parties and the issue of liability for the accident of December 29, 1999 having come before the Court for trial on the merits on Thursday, January 28, 2010, the Court considering the law, evidence, written briefs, and oral arguments of counsel and for the written reasons assigned January 29, 2010:

IT IS ORDERED, ADJUDGED AND DECREED and Judgment is hereby rendered that the subject collision between the vehicle being operated by plaintiff, Donald Ray Flowers, and the defendant, Cecil B. Fruge, was caused by the fault of each and that fault for said accident is assessed 35% to plaintiff, Donald Ray Flowers and 65% to defendant, Cecil B. Fruge.

IT IS FURTHER ORDERED and this Court certifies this judgment as a partial final judgment pursuant to LSA-C.C.P. arts 1915A and 1915B. Specifically, the Court has reviewed the matter pursuant to La. C.C.P. art. 1915A and B and determines that there is no just cause for delay and that this matter is immediately appealable as a final judgment for the following reasons:

1. There is a relationship between the adjudicated claim of liability and the yet to be adjudicated claim for damages of plaintiff, Donald Ray Flowers. If the liability opinion was modified or reversed on immediate appeal, it would have an effect on the damages issues yet to be tried.
2. Future developments in the trial court would not moot the need for review of the issue of liability. By certifying this partial judgment as a final judgment now, the Court of

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Appeal can review this matter and its ruling could save the parties and the Court time and costs.

3. The Court of Appeal would not need to consider the issue of liability a second time if it reviews that issue now as a partial final judgment.

Court costs are assessed against the parties in accordance with this Court's findings of fault.

Judgment read, rendered and signed in chambers this 22nd day of

February, 2010, Shreveport, Caddo Parish, Louisiana.



JUDGE SCOTT J. CRICHTON

Judgment prepared by:

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