

Fifth Circuit Court of Appeal
State of Louisiana

No. 26-CA-21

LLOYD AND MELISSA LEWIS RUNYAN

versus

SOUTHERN FIDELITY INSURANCE COMPANY AND LOUISIANA INSURANCE GUARANTY
ASSOCIATION

ON APPEAL FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, STATE OF LOUISIANA
NO. 831-241, DIVISION "C"
HONORABLE JUNE B. DARENSBURG, JUDGE PRESIDING

September 23, 2026

JUDE G. GRAVOIS
JUDGE

Panel composed of Judges Jude G. Gravois,
Scott U. Schlegel, and Timothy S. Marcel

AFFIRMED

JGG
SUS
TSM



COUNSEL FOR PLAINTIFF/APPELLEE,
LLOYD AND MELISSA RUNYAN

Dominick F. Impastato, III
John W. Norwood, IV

COUNSEL FOR DEFENDANT/APPELLANT,
LOUISIANA INSURANCE GUARANTY ASSOCIATION

Jonathan E. Ley

GRAVOIS, J.

Louisiana Insurance Guaranty Association (“LIGA”) appeals the trial court’s August 6, 2025 judgment which awarded plaintiffs, Lloyd and Melissa Runyan, judicial interest in the amount of \$10,592.22. For the reasons that follow, we affirm.

FACTS AND PROCEDURAL HISTORY

On August 4, 2022, plaintiffs, Lloyd and Melissa Runyan, filed a petition for damages, naming their homeowner’s insurer, Southern Fidelity Insurance Company, and LIGA as defendants. Plaintiffs alleged that their home was damaged in Hurricane Ida on August 29, 2021, and Southern Fidelity refused to pay plaintiffs’ claim for damages. Because Southern Fidelity is insolvent, LIGA is now liable for the covered claims pursuant to La. R.S. 22:2051, *et. seq.*¹

Following a trial on the merits, the trial court signed a written judgment on March 5, 2025 in favor of plaintiffs and finding LIGA and Southern Fidelity liable for compensatory damages in the amount of \$53,271.22. The judgment was certified as final and appealable.

On March 14, 2025, plaintiffs filed a motion for a new trial. In their motion, plaintiffs argued that the March 5, 2025 judgment was silent as to judicial interest and costs. Citing La. C.C.P. art. 1921,² plaintiffs asserted that because they prayed for judicial interest in their post-trial brief and the judgment was rendered in their favor, the trial court should award interest from the date of judicial demand.

In opposition, LIGA argued that its purpose, as defined in La. R.S. 22:2052,³ is to provide for the payment of “covered claims” due to

¹ LIGA is the administrator of the Louisiana Insurance Guaranty Association Law found in La. R.S. 22:2051, *et seq.* *Lopez v. Louisiana Ins. Guar. Ass’n*, 24-235, 2024 WL 3688343, at *2 (La. App. 5 Cir. 8/7/24), *writ denied*, 24-01104 (La. 10/23/24), 395 So.3d 255. LIGA has been characterized as a private, nonprofit, and unincorporated legal entity, created in part to provide payment of covered claims to claimants and policyholders of insolvent insurance agencies. *Id.*; La. R.S. 22:2052 and 22:2056(A).

² La. C.C.P. art. 1921 states: “The court shall award interest in the judgment as prayed for or as provided by law.”

³ La. R.S. 22:2052 provides:

the insolvency of an insurer, and, pursuant to La. R.S. 22:2055(6)(b)(viii), any claim for interest is not a “covered claim.”⁴

Following a hearing, the trial court signed a written judgment on April 24, 2025 granting the motion for a new trial and amending the March 5, 2025 judgment to include judicial interest from the date of judicial demand and court costs.

On June 6, 2025, plaintiffs filed a motion to tax costs.

On July 9, 2025, LIGA filed a motion to tax interest, asserting that, while it paid plaintiffs \$53,271.22 on May 29, 2025, the parties continued to dispute the amount of interest owed. It requested that the trial court fix the amount of interest pursuant to Louisiana law and the trial court’s earlier judgment. It again asserted that it is only obligated to pay “covered claims,” and pursuant to La. R.S. 22:2055(6)(b)(viii), a claim for interest is not a “covered claim.” LIGA argued that plaintiffs are not entitled to recover interest from LIGA, but if the trial court finds that interest is owed, interest should be capped at \$10,592.22.

In opposition, plaintiffs claimed they agreed with LIGA on two occasions to a total of \$10,592.22 in interest, yet no payment of interest had ever been made.

A hearing on both the motion to tax costs and the motion to tax interest took place on August 6, 2025. On that same date, the trial court signed a written judgment which granted LIGA’s motion to tax interest, awarded plaintiffs interest in the amount of \$10,592.22, and granted

The purpose of this Part is to provide for the payment of covered claims under certain insurance policies with a minimum delay and a minimum financial loss to claimants or policyholders due to the insolvency of an insurer, to provide financial assistance to member insurers under rehabilitation or liquidation, and to provide an association to assess the cost of such operations among insurers.

⁴ La. R.S. 22:2055(6)(b)(viii) provides:

(6) “Covered claim” means the following: ...

(b) “Covered claim” does not include the following: ...

(viii) Any claim for interest.

plaintiffs' motion to tax costs in the amount of \$4,402.85. LIGA's appeal of the August 6, 2025 judgment followed.

In its only assignment of error on appeal, LIGA argues that the trial court erred by awarding plaintiffs \$10,592.22 in judicial interest, since interest is not a "covered claim" under LIGA law. Its sole argument is that no interest should have been awarded; LIGA does not challenge the specific amount of interest awarded.

In response, plaintiffs argue that the April 24, 2025 judgment, which specifically awarded judicial interest, was a final judgment that LIGA failed to timely appeal.

LIGA asserts in its reply that the April 24, 2025 judgment was not "ripe" for appeal since it was silent as to the amount of interest and court costs.

ANALYSIS

The original judgment signed on March 5, 2025 was silent as to judicial interest. Within the delays allowed, plaintiffs filed a motion for a new trial seeking judicial interest and costs. Both in its opposition to the motion for a new trial and at the hearing on the motion for a new trial, LIGA made the same argument it now makes in this appeal: that LIGA is only responsible for "covered claims," and judicial interest is not a "covered claim." The issue of whether interest was due on this judgment was thus argued, and the trial court ruled on April 24, 2025, granting the motion for a new trial and amending the March 5, 2025 judgment "to include judicial interest from the date of judicial demand and court costs."

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 in whole is a final judgment. La. C.C.P. art. 1841.

Though LIGA argues that the April 24, 2025 judgment was not “ripe” for appeal, we find no merit to this argument. The judgment determined the merits in whole and was a final judgment.⁵

LIGA did not appeal the April 24, 2025 final judgment, where it would have had the opportunity to argue that the trial court erred in finding LIGA liable for judicial interest. Instead, on July 9, 2025, after the appeal delays ran, LIGA filed its motion to tax interest, ultimately seeking to have the entire interest award removed.

A final judgment may not be amended under La. C.C.P. art. 1951 to change its substance. Article 1951 contemplates the correction of a “clerical error” in a final judgment, but does not authorize substantive amendments. *Bourgeois v. Kost*, 02-2785 (La. 5/20/03), 846 So.2d 692, 695. Thus, the judgment may be amended by the court where the amendment takes nothing from or adds nothing to the original judgment. *Id.* The substance of a final judgment can be altered only by a timely motion for a new trial, nullity action, or appeal. *Tri Cnty. Tree Serv., LLC v. Matherne*, 24-257 (La. App. 5 Cir. 1/29/25), 403 So.3d 1278, 1283; *Mercato Elisio, L.L.C. v. City of New Orleans*, 22-228 (La. App. 4 Cir. 12/21/22), 356 So.3d 505, 510.

A change in the assessment of judicial interest constitutes a substantive change to a final judgment. *Locke v. Madcon Corp.*, 21-0382 (La. App. 1 Cir. 12/30/21), 340 So.3d 946, 950; *Suprun v. Louisiana Farm Bureau Mut. Ins. Co.*, 09-1555 (La. App. 1 Cir. 4/30/10), 40 So.3d 261, 269.

In the present case, we conclude that LIGA failed to timely appeal the April 24, 2025 final judgment. To remove the interest obligation at this time would be a substantive amendment to that judgment, which La. C.C.P. art. 1951 prohibits. Additionally, because

⁵ See *Denton v. State Farm Mut. Auto. Ins. Co.*, 08-0483 (La. 12/12/08), 998 So.2d 48, where a post-trial dispute arose about the amount of interest owed. There, a written judgment was signed finding, in part, that a defendant was liable for its “policy limit of \$50,000.00 plus court costs and interest from the date of judicial demand until paid.” In the court’s review of the trial court’s judgment denying the plaintiff’s motion to introduce additional evidence and fix interest, the Louisiana Supreme Court found this judgment to be a final judgment.

LIGA does not present any argument on appeal regarding an error as to the specific amount of the interest awarded, we affirm the trial court's August 6, 2025 judgment which awarded plaintiffs interest in the amount of \$10,592.22.⁶

DECREE

For the foregoing reasons, the trial court's August 6, 2025 judgment is affirmed.

AFFIRMED

⁶ Accordingly, we do not reach the merits of LIGA's argument that pursuant to La. R.S. 22:2051, *et seq.*, LIGA is only obligated to pay "covered claims," and judicial interest is not a "covered claim."

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISSON, JR.
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NOTICE OF JUDGMENT AND CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE OPINION IN THE BELOW-NUMBERED MATTER HAS BEEN DELIVERED
IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 2-16.4 AND 2-16.5** THIS DAY
SEPTEMBER 23, 2026 TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL
PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

CURTIS B. PURSELL
CLERK OF COURT

26-CA-21

E-NOTIFIED

24TH JUDICIAL DISTRICT COURT (CLERK)
HONORABLE JUNE B. DARENSBURG (DISTRICT JUDGE)
DOMINICK F. IMPASTATO, III (APPELLEE) JOHN W. NORWOOD, IV (APPELLEE) JONATHAN E. LEY (APPELLANT)

MAILED

NO ATTORNEYS WERE MAILED