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publication in the New York Reports.

1 No. 182
Jean Boudreaux, et al.,
 Appellants,
 v.
The State of Louisiana,
Department of Transportation,
et al.,
 Respondents.

Max Folkenflik, for appellants.
Michael Stolper, for respondents.

CIPARICK, J.:

 This appeal calls upon us to determine whether the Full Faith and Credit Clause of the United States Constitution and the doctrine of comity require New York courts to enforce a money judgment against the State of Louisiana Department of Transportation (DOT) when such judgment is unenforceable in

Louisiana due to constitutional and statutory limitations. We conclude that New York courts are not required to enforce such a money judgment.

In April 1983, flood waters damaged a large number of homes and businesses in Tangipahoa Parish, Louisiana. Plaintiffs Jean Boudreaux and other victims of the flood commenced a class action¹ against the State of Louisiana and various other defendants alleging that the Louisiana DOT disrupted the Tangipahoa River's natural flood plain by negligently constructing the Interstate 12 bridge, thereby causing backwater to submerge plaintiffs' surrounding homes and properties. After prevailing on the issue of liability and exhausting several appeals, plaintiffs were awarded \$91,846,957.04 in damages, plus interest from April 10, 1984. Although plaintiffs have docketed the judgment in 18 Louisiana parishes, they have not been able to recover any portion of the judgment.

In August 2006, plaintiffs attempted to docket the judgment in New York County pursuant to CPLR Article 54 so they might reach any assets owned by the State of Louisiana located within the State of New York. A clerk of Supreme Court declined to accept the filing of the judgment, citing two technical defects.² Plaintiffs then moved for leave to correct

¹ There are 1,286 plaintiffs within the class.

² The clerk informed plaintiffs' counsel that: (1) the portions of the judgment which were in favor of the class

the deficiencies, which Supreme Court orally denied. The Appellate Division, with one Justice dissenting, affirmed, holding that since plaintiffs' judgment does not become "'payable'" against the State of Louisiana until its legislature appropriates the necessary monies to pay the judgment it cannot be enforced in the State of New York, and that as a matter of comity, New York State courts should defer to the laws of Louisiana. The dissent concluded that public policy requires enforcement of the judgment. Plaintiffs appealed as of right on constitutional grounds and we now affirm.

Plaintiffs argue that Louisiana waived sovereign immunity in Article XII, § 10 (A) of its Constitution.³ Plaintiffs acknowledge, however, that there are constitutional and statutory limitations on a judgment creditor's ability to seize property of the State of Louisiana to satisfy a judgment. Indeed, article XII, § 10 (C) of the Louisiana Constitution provides that:

"[n]o judgment against the state, a state agency, or a political subdivision shall be exigible, payable, or paid except from funds appropriated therefor by the legislature or

required a named judgment creditor or the name and office address of the attorney for the judgment creditor (see CPLR 5018 [c] [1] [ii], [vii]) and (2) the clerk could not compute and enter prejudgment interest on a non-New York judgment.

³ The section provides: "No Immunity in Contract and Tort. Neither the state, a state agency, nor a political subdivision shall be immune from suit and liability in contract or for injury to person or property."

by the political subdivision against which the judgment is rendered."

Further, the Louisiana Revised Statutes, § 13:5109 (B) (2) requires that:

"[a]ny judgment rendered in any suit filed against the state, a state agency, or a political subdivision, or any compromise reached in favor of the plaintiff or plaintiffs in any such suit shall be exigible, payable, and paid only out of funds appropriated for that purpose by the legislature, if the suit was filed against the state or a state agency, or out of funds appropriated for that purpose by the named political subdivision, if the suit was filed against a political division."

In seeking to enforce the Louisiana judgment in New York, plaintiffs attempt to circumvent Louisiana's clear mandate that no judgment rendered against it shall be paid unless its Legislature appropriates funds. Plaintiffs argue that the Full Faith and Credit Clause⁴ requires that the Louisiana judgment be enforced in accordance with New York law. As we noted in O'Connell v Corcoran (1 NY3d 179, 185 [2003]), however, what the Full Faith and Credit Clause requires is that a court provide a foreign judgment with the same credit, validity, and effect that it would have in the state that pronounced it. Certainly,

⁴ Article IV, § 1 of the United States Constitution requires that: "Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof."

Louisiana courts are aware that a judgment creditor can be left without a remedy when its legislature refuses to appropriate the funds necessary to satisfy a judgment, as is the case here. In Newman Marchive P'ship v City of Shreveport (979 So2d 1262 [La 2008]) the Louisiana Supreme Court stated that:

"We recognize, as have courts before us, that our holding today effectively provides [a plaintiff] a right without a remedy. . . . However, as the judicial branch, like all branches, derives its power from the constitution, we are bound to accept the limitations placed upon us by that document. Although article V, section 1 grants our branch the judicial power--a power which would seemingly carry with it the inherent ability to enforce judgments--the constitution otherwise limits that power when judgments are rendered against the state and its political subdivisions, and places enforcement of such judgments in the legislature" (id. at 1270 [internal quotations and citations omitted]).

Thus, what plaintiffs seek is for the courts of New York to enforce a judgment that cannot be enforced in Louisiana. As we stated in Matter of Farmland Dairies v Barber (65 NY2d 51 [1985]) the Full Faith and Credit Clause requires

"that the public acts, records and judicial proceedings of each State shall be given full faith and credit in every other State. The doctrine does not make a foreign State judgment a judgment in the forum State. Before that occurs and a locus remedy may be obtained, an action must be brought and a judgment entered on the foreign judgment in the forum State. . . . [I]f the foreign court had jurisdiction. . . the courts of every other State must give it the same credit, validity and effect as it has in the State which rendered it. . . ." (id. at 55 [internal citations omitted]).

Contrary to plaintiffs assertion, we conclude that neither the full Faith and Credit Clause nor CPLR Article 54 requires the enforcement of the Louisiana judgment in New York State.

Nor is it required as a matter of comity. In applying the doctrine of comity, we defer to the Constitution of Louisiana and the public policy embodied within the statute enacted by its legislature. As we stated in Ehrlich-Bober & Co. v University of Houston (49 NY2d 574 [1980]) comity is not a rule of law, but a voluntary decision by one state to defer to the policy of another, especially "in the face of a strong assertion of interest by the other jurisdiction" (id. at 580).

Louisiana has expressed its public policy and its own courts have recognized its validity. We agree with the Appellate Division that there is no compelling interest in providing New York as a forum for redress in this case. Indeed, the flood that caused the damage suffered by plaintiffs occurred in Louisiana and all litigation that arose from the flood was brought in Louisiana. The rights of New Yorkers are not involved in this matter at all. Based upon the facts of this case, it is clear that the "wise policy [is] . . . to respect [Louisiana's] established limits on liability" (Nevada v Hall, 440 US 410, 426 [1979]).

Accordingly, the order of the Appellate Division should be affirmed, with costs.

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Order affirmed, with costs. Opinion by Judge Ciparick. Chief Judge Kaye and Judges Graffeo, Read, Smith, Pigott and Jones concur.

Decided October 28, 2008