

**Fifth Circuit Court of Appeal**  
**State of Louisiana**

---

No. 26-CA-57

---

IN RE: TRENELL ALLEN-BOWMAN, WIFE OF/AND DERRICK BOWMAN APPLYING FOR  
PRIVATE ADOPTION

---

ON APPEAL THE JEFFERSON PARISH JUVENILE COURT  
PARISH OF JEFFERSON, STATE OF LOUISIANA  
NO. 21-AD-53, DIVISION "C"  
HONORABLE BARRON C. BURMASTER, JUDGE PRESIDING

---

May 08, 2026

**JUDE G. GRAVOIS**  
**JUDGE**

Panel composed of Judges Susan M. Chehardy,  
Jude G. Gravois, and Marc E. Johnson

**AFFIRMED**

**JGG**  
**SMC**  
**MEJ**

TRUE COPY



JALISA WALKER  
DEPUTY CLERK

COUNSEL FOR PLAINTIFF/APPELLEE,  
TRENELL ALLEN-BOWMAN  
Halima N. McKenna

COUNSEL FOR DEFENDANT/APPELLANT,  
DERRICK BOWMAN  
Charlie J. Draughter, Jr.

**GRAVOIS, J.**

Appellant/petitioner, Derrick Bowman, appeals the Juvenile Court’s October 7, 2025 judgment which granted the peremptory exceptions of prescription and no cause of action filed by appellee/respondent, Trenell Allen-Bowman, and dismissed Mr. Bowman’s petition to annul adoption with prejudice. For the following reasons, we affirm.

**FACTS AND PROCEDURAL HISTORY**

Trenell Allen-Bowman and Derrick Bowman were married on July 12, 2016. On November 8, 2021, they adopted a minor son, D.B.<sup>1</sup> On June 15, 2024, the parties separated, and on June 26, 2024, Ms. Allen-Bowman filed a La. C.C. art. 102 petition for divorce.

On January 15, 2025, Mr. Bowman filed a petition to annul the adoption. According to Mr. Bowman, he made it expressly clear to Ms. Allen-Bowman that should he agree to adopt D.B., he did not want to be responsible for child support if they were to separate or divorce. On August 25, 2021, prior to D.B.’s adoption, Ms. Allen-Bowman signed a document stating that she would not “put Derrick Bowman on child support for [D.B.]” Mr. Bowman asserted that their adoption attorney at the time was aware of this note. Following their separation, Ms. Allen-Bowman sought child support on June 24, 2024. While seeking legal counsel pertaining to the party’s separation, Mr. Bowman learned that Ms. Allen-Bowman’s note was legally unenforceable. In his petition, Mr. Bowman argued that Ms. Allen-Bowman’s fraudulent and ill practices—inducing him to adopt D.B. under a false promise that she would never seek child support from him for D.B. should they separate or divorce—meets the criteria for annulling the adoption.

In response, Ms. Allen-Bowman filed exceptions of prescription and no cause of action. She argued that Mr. Bowman’s claim is time-barred under La. Ch.C. art. 1263(B), since his petition to annul was filed more than two years after the November 8, 2021 final adoption

---

<sup>1</sup> The minor child’s initials are used in this opinion to protect and maintain the child’s privacy. *See* Uniform Rules–Courts of Appeal, Rules 5-1 and 5-2.

decree and over six months after he was notified in June 2024 that Ms. Allen-Bowman was seeking child support for D.B. Additionally, she claimed that Mr. Bowman failed to state a cause of action because her 2021 statement is not legally enforceable and he did not state with particularity how the alleged fraud was perpetrated against him in accordance with La. C.C.P. art. 856.<sup>2</sup>

Mr. Bowman opposed the exceptions and argued that he complied with La. C.C.P. art. 2004 by bringing his petition to annul within one year of the discovery of the fraud.

Following a hearing on September 8, 2025, the Juvenile Court signed a written judgment on October 7, 2025 granting Ms. Allen-Bowman's exceptions of prescription and no cause of action and dismissing Mr. Bowman's petition to annul adoption with prejudice. This appeal followed.

On appeal, Mr. Bowman argues his petition to annul the adoption is not time-barred under La. C.C.P. art. 2004, citing to *Stewart v. Goeb*, 432 So.2d 246, 247–48 (La. 1983). He argues he filed his petition to annul within one year of being put on notice that Ms. Allen-Bowman intended to seek child support. Additionally, he argues that his petition to annul identifies fraudulent actions, specifically describing how Ms. Allen-Bowman misrepresented to him that she would not seek child support for D.B.

## **LAW AND ANALYSIS**

### ***Exception of No Cause of Action***

A cause of action, for purposes of the peremptory exception, is defined as the operative facts that give rise to the plaintiff's right to judicially assert an action against the defendant. *Ives v. Ives*, 25-413 (La. App. 5 Cir. 12/15/25), 428 So.3d 863, 867, *writ denied*, 26-64 (La. 3/18/26), 427 So.3d 1239. The function of the peremptory exception

---

<sup>2</sup> La. C.C.P. art. 856 provides: "In pleading fraud or mistake, the circumstances constituting fraud or mistake shall be alleged with particularity. Malice, intent, knowledge, and other condition of mind of a person may be alleged generally."

of no cause of action is to question whether the law extends a remedy to anyone under the factual allegations of the petition. *Jenkins v. Jackson*, 16-482 (La. App. 5 Cir. 2/22/17), 216 So.3d 1082, 1089, *writ denied*, 17-652 (La. 9/6/17), 224 So.3d 984. No evidence may be introduced to support or controvert the exception raising the objection of no cause of action. La. C.C.P. art. 931; *Succession of Vidrine*, 23-15 (La. App. 5 Cir. 12/6/23), 380 So.3d 590, 593. For purposes of its determination, all well-pleaded facts are accepted as true and all doubts are resolved in favor of sufficiency of the petition. *Stewart v. Miller*, 23-535 (La. App. 5 Cir. 5/29/24), 388 So.3d 1264, 1268. The appellate court standard of review of a judgment sustaining an exception of no cause of action is *de novo* because the exception raises a question of law. *Jenkins, supra*.

La. C.C. art. 224 provides that parents are obligated to support, maintain, and educate their children. *Kendrick v. Estate of Barre*, 21-993 (La. 3/25/22), 339 So.3d 615, 617; *Dubroc v. Dubroc*, 388 So.2d 377, 379 (La. 1980). A parent's legal duty to support his minor children cannot be permanently renounced or suspended. *Dep't of Children & Family Servs. o/b/o Tassin v. Tassin*, 22-350 (La. App. 5 Cir. 2/27/23), 359 So.3d 527, 529–30; *St. Cyr v. St. Cyr*, 16-896 (La. App. 1 Cir. 2/21/17), 215 So.3d 283, 285, *writ denied*, 17-511 (La. 3/31/17), 217 So.3d 357; *Dubroc*, 388 So.2d at 380. The public policy behind a parent's duty of support is to ensure, both for the sake of the child and the sake of the general public that might otherwise have to provide his support, that each child receives support sufficient for his maintenance and upbringing. *Vogler v. Ayres*, 54,734 (La. App. 2 Cir. 8/17/22), 345 So.3d 1184, 1189.

Notwithstanding the freedom of the parties to enter into stipulations relating to child support, parties must remember that their agreements may not “derogate from laws enacted for the protection of the public interest.” La. C.C. art. 7<sup>3</sup>; *Richardson v. Richardson*, 02-

---

<sup>3</sup> La. C.C. art. 7 provides: “Persons may not by their juridical acts derogate from laws enacted for the protection of the public interest. Any act in derogation of such laws is an absolute nullity.”

2415 (La. App. 1 Cir. 7/9/03), 859 So.2d 81, 85, *writ denied*, 433 So.2d 182 (La. 1983). *See also* La. C.C. art. 2030.<sup>4</sup>

In his petition to annul adoption, Mr. Bowman alleged that prior to D.B.'s adoption, he made it clear to Ms. Allen-Bowman that he did not want to be responsible for child support should the parties separate or divorce. Ms. Allen-Bowman thereafter wrote an August 25, 2021 letter stating that she would not seek child support for D.B., and their attorney at the time was aware of the letter. Nevertheless, following their separation, Ms. Allen-Bowman sought child support from Mr. Bowman for D.B., and only then did he learn that the letter was legally unenforceable. Mr. Bowman alleged he relied on this representation to his detriment, and he was induced to adopt D.B. on this false premise. He claimed the adoption of D.B. is null and void due to Ms. Allen-Bowman's fraud.

Upon *de novo* review, we find that Mr. Bowman's petition to annul fails to state a cause of action for nullity based on fraud because the law does not afford him any remedy under the allegations contained in his petition. The alleged fraud rests solely on Ms. Allen-Bowman's statement that she would not seek child support from Mr. Bowman for D.B.; however, that statement is absolutely null and void, unenforceable, and contrary to public policy. *See* La. C.C. art. 7. *See also Richardson, supra; St. Cyr, supra; and Dubroc, supra.* Accordingly, we conclude the Juvenile Court did not err in granting the exception of no cause of action.

### ***Exception of Prescription***

The standard of review of a judgment pertaining to an exception of prescription turns on whether evidence is introduced at the hearing of the exception. *Bailey v. Pinnacle Polymers, LLC*, 24-490 (La. App. 5 Cir. 4/2/25), 412 So.3d 1063, 1076. La. C.C.P. art. 931 expressly allows evidence to be introduced to support or controvert a peremptory

---

<sup>4</sup> La. C.C. art. 2030 provides: "A contract is absolutely null when it violates a rule of public order, as when the object of a contract is illicit or immoral. A contract that is absolutely null may not be confirmed. Absolute nullity may be invoked by any person or may be declared by the court on its own initiative."

exception, when the grounds do not appear from the petition. If no evidence is submitted at the hearing, the exception must be decided upon the facts alleged in the petition with all of the allegations accepted as true. *Denoux v. Vessel Mgmt. Servs. Inc.*, 07-2143 (La. 5/21/08), 983 So.2d 84, 88; *Higgins v. Russell*, 55,624 (La. App. 2 Cir. 5/22/24), 386 So.3d 1236, 1240–41, citing *Lomont v. Bennett*, 14-2483 (La. 6/30/15), 172 So.3d 620. In such a case, the reviewing court is simply assessing whether the trial court was legally correct in its finding. *Mitchell v. Baton Rouge Orthopedic Clinic, L.L.C.*, 21-61 (La. 10/10/21), 333 So.3d 368, 373; *In re Payton*, 25-190 (La. App. 5 Cir. 12/10/25), 428 So.3d 737, 741. When no evidence is introduced, appellate courts review judgments sustaining an exception of prescription *de novo*, accepting the facts alleged in the petition as true. *DeFelice v. Federated Nat'l Ins. Co.*, 18-347 (La. App. 5 Cir. 7/9/19), 279 So.3d 422, 426. However, when evidence is introduced at a hearing on an exception of prescription, the trial court's findings of fact are reviewed under the manifest error standard. *Bailey*, 412 So.3d at 1076.

Ordinarily, the exceptor bears the burden of proof at the trial of the peremptory exception, including prescription. However, if prescription is evident on the face of the pleadings, the burden shifts to the plaintiff to show that the action has not prescribed. *In re Singleton*, 19-578 (La. App. 5 Cir. 9/2/20), 303 So.3d 362, 366–67.

In the present case, no evidence was formally introduced at the trial of the exception.<sup>5</sup>

On appeal, Mr. Bowman argues the Juvenile Court erred by not applying the one-year prescriptive period in La. C.C.P. art. 2004, which provides, in pertinent part:

- A. A final judgment obtained by fraud or ill practices may be annulled.
- B. An action to annul a judgment on these grounds must be brought within one year of the discovery by

---

<sup>5</sup> However, judicial notice was taken of Ms. Allen-Bowman August 25, 2021 letter stating she would not “put Derrick Bowman on child support for [D.B.]”

the plaintiff in the nullity action of the fraud or ill practices.

\* \* \*

Mr. Bowman relies on *Stewart v. Goeb*, 432 So.2d at 247, in support of his argument. There, the Louisiana Supreme Court found the one-year prescriptive period of Article 2004 was applicable to an action to annul an adoption based on fraud or ill practice. The court reasoned that La. R.S. 9:440, which established a six-month preemptive period to annul a final judgment of adoption, was not intended to protect adoption decrees fraudulently obtained.

Importantly, La. R.S. 9:400 did not specifically address fraud or ill practices. Additionally, it was repealed effective January 1, 1992. Thereafter, La. Ch.C. art. 1263 became effective, and it specifically considers an action brought to annul an adoption based on fraud. Article 1263 provides:

- A. An action to annul a final decree of adoption based upon a claim of fraud or duress perpetrated by anyone other than the adoptive parent must be brought within six months from discovery of the fraud or duress and in no event later than one year from the date of the signing of the final decree or mailing of the judgment when required.
- B. An action to annul a final decree of adoption based upon a claim of fraud or duress perpetrated by an adoptive parent must be brought within six months from discovery of the fraud or duress and in no event later than two years from the date of the signing of the final decree or mailing of the judgment when required.<sup>6</sup>

---

<sup>6</sup> A comment to Article 1263 states:

- a. The source of this article is R.S. 9:440, a repose statute which required periodic amendment to accord finality to adoptions rendered prior to its effective date. The purpose of this article's preemptive periods is to provide greater certainty and earlier finality to adoption decrees. The time period is tied to the time of discovery of the fraud or duress, consistent with Code of Civil Procedure Article 2004, rather than the prescriptive date set forth in R.S. 9:440. This resolves the uncertainty expressed in *In re Interest of Voyles*, 417 So.2d 497 (1st Cir. 1982) as to whether the doctrine of *contra non valentem* (prescription does not run against one

The general rule of statutory construction is that the more specific statute controls over a broader, more general statute. *Burge v. State*, 10-2229 (La. 2/11/11), 54 So. 3d 1110, 1113. Further, since its enactment, Article 1263 has been applied by courts to petitions to annul adoptions based on fraud. *See In re K.A.T.*, 12-767 (La. App. 3 Cir. 12/5/12), 105 So.3d 1007, *writ denied*, 13-0321 (La. 2/20/13), 108 So.3d 759; *Thomson v. Cavanaugh*, 97-35 (La. App. 3 Cir. 2/3/97), 688 So.2d 1259, *writ denied*, 97-340 (La. 2/21/97), 688 So.2d 528. Therefore, we conclude the Juvenile Court correctly applied Article 1263 in this case.

Thus, pursuant to Article 1263(B), we conclude the Juvenile Court properly granted the exception of prescription. The final decree of adoption was signed on November 8, 2021. According to the petition to annul, Mr. Bowman discovered that Ms. Allen-Bowman was seeking child support on June 24, 2024. Considering that Mr. Bowman's petition to annul was filed on January 15, 2025, more than 6 months after the discovery of the alleged fraud, and more than two years after the final decree of adoption, we conclude the Juvenile Court did not err in granting the exception of prescription and dismissing the petition with prejudice.

### **DECREE**

For the foregoing reasons, the Juvenile Court's October 7, 2025 judgment is affirmed.

### **AFFIRMED**

---

who is ignorant of facts which would entitle him to bring suit) is applicable to a repose statute.

SUSAN M. CHEHARDY  
CHIEF JUDGE

FREDERICKA H. WICKER  
JUDE G. GRAVOIS  
MARC E. JOHNSON  
STEPHEN J. WINDHORST  
JOHN J. MOLAISSON, JR.  
SCOTT U. SCHLEGEL  
TIMOTHY S. MARCEL

JUDGES



FIFTH CIRCUIT  
101 DERBIGNY STREET (70053)  
POST OFFICE BOX 489  
GRETNA, LOUISIANA 70054  
www.fifthcircuit.org

CURTIS B. PURSELL  
CLERK OF COURT

SUSAN S. BUCHHOLZ  
CHIEF DEPUTY CLERK

LINDA M. TRAN  
FIRST DEPUTY CLERK

MELISSA C. LEDET  
DIRECTOR OF CENTRAL STAFF

(504) 376-1400  
(504) 376-1498 FAX

**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 **MAY 8, 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-57**

**E-NOTIFIED**

JUVENILE COURT (CLERK)  
HON. BARRON C. BURMASTER (DISTRICT JUDGE)  
HALIMA N. MCKENNA (APPELLEE)                      CHARLIE J. DRAUGHTER, JR. (APPELLANT)

**MAILED**

NO ATTORNEYS WERE MAILED