

FILED
2020 AUG 25 PM 3:01
CIVIL DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2020-07214

DIVISION "C"

THE CITY OF NEW ORLEANS

VERSUS

1031 CANAL OWNER, LLC; 1031 CANAL DEVELOPMENT, LLC; CITADEL BUILDERS, LLC; HEASLIP ENGINEERING, LLC; JAMES B. HEASLIP, II; HARRY BAKER SMITH ARCHITECTS II, PROFESSIONAL LLC; SUNCOAST PROJECTS, LLC, d/b/a HUB STEEL; NATIONAL FIRE & MARINE INSURANCE CO.; EVEREST INDEMNITY INSURANCE CO.; ENDURANCE AMERICAN SPECIALTY INSURANCE CO.; WESCO INSURANCE CO.; KINSALE INSURANCE CO.; ACCIDENT FUND; LLOYDS OF LONDON; WESTCHESTER SURPLUS LINES INSURANCE CO.; AMTRUST E&S INSURANCE SERVICES; ASPEN AMERICAN INSURANCE CO.; FCCI INSURANCE CO.; ALLIANZ GLOBAL CORPORATE & SPECIALTY; EVANSTON INSURANCE CO.; NAVIGATORS SPECIALTY INSURANCE CO.; ZURICH AMERICAN INSURANCE CO.; EVEREST NATIONAL INSURANCE CO.

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES

Petitioner, the City of New Orleans, respectfully shows:

PARTIES

1.

Petitioner, the City of New Orleans ("the City"), is a municipal corporation and subdivision of the State of Louisiana, with the capacity to sue and be sued, and with its principal place of business located at 1300 Perdido Street, New Orleans, LA 70112.

2.

Made Defendants herein (collectively, the "Non-Insurer Defendants") are:

- (a) 1031 Canal Owner, LLC, a Delaware limited liability not licensed to but doing business in the State of Louisiana, with its registered agent, the Corporation Trust Co., located at Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

- (b) 1031 Canal Development, LLC, a Delaware limited liability company licensed to do business in the State of Louisiana with its principal business establishment located at 3525 North Causeway Boulevard, Suite 1040, Metairie, LA 70002.
- (c) Citadel Builders, LLC, a Louisiana limited liability company with its registered office/domicile address located at 3516 Hessmer Avenue, Metairie, LA 70002.
- (d) Heaslip Engineering, LLC, a Louisiana limited liability company with its registered office/domicile address located at 3500 North Causeway Boulevard, Suite 1100, Metairie, LA 70002.
- (e) James B. Heaslip, II, a person of the full age of majority and a resident of the State of Louisiana
- (f) Harry Baker Smith Architects II, Professional LLC, a Louisiana limited liability company with its registered office/domicile address located at 189 Maple Ridge Drive, Metairie, LA 70001.
- (g) Suncoast Projects, LLC, d/b/a Hub Steel, a Florida limited liability company licensed to do business in the State of Louisiana with its principal business establishment located at 201 Rue Beauregard, Lafayette, LA 70508.

3.

Also made Defendants herein (collectively, the "Insurer Defendants") are:

- (a) National Fire & Marine Insurance Co., a Nebraska corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (b) Everest Indemnity Insurance Co., a Delaware corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (c) Endurance American Specialty Insurance Co., a Delaware corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.

- (d) Westchester Surplus Lines Insurance Co., a Georgia corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (e) Amtrust E&S Insurance Services, Inc., a Delaware corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (f) Aspen American Insurance Co., a Texas corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (g) Wesco Insurance Co., a Delaware corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (h) Kinsale Insurance Co., an Arkansas corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (i) Accident Fund Insurance Company of America, a Michigan corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (j) Underwriters at Lloyd's, London (Lloyds of London), a surplus line insurer corporation domiciled in New York, doing business within the state of Louisiana, and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (k) Westchester Surplus Lines Insurance Co., a Georgia corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (l) FCCI Insurance Co., a Florida corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.

- (m) Allianz Global Corporate & Specialty, SE, a surplus line insurer domiciled in Illinois, doing business within the state of Louisiana, and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (n) Evanston Insurance Co., an Illinois corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (o) Navigators Specialty Insurance Co., a New York corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.
- (p) Zurich American Insurance Co., a New York corporation doing business within the state of Louisiana and subject to service of process through the Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, LA 70809.

JURISDICTION AND VENUE

4.

Venue is proper in this Court pursuant to Louisiana Code of Civil Procedure articles 42, 74, and/or 76.

5.

The amount in controversy in this case and the subject matter upon which it is based are sufficient to justify jurisdiction in this Court pursuant to Louisiana Code of Civil Procedure article 2.

FACTUAL BASIS

Petitioner re-alleges and incorporates Paragraphs 1-5, above, as though copied herein *in extenso*.

6.

On October 12, 2019, an 18-story high-rise building being built at 1031 Canal Street, New Orleans, Louisiana (the "Construction Site") suffered catastrophic structural failure and partially collapsed (the "Building Collapse"), killing three people, injuring scores of others, and causing serious physical damage and peril to property in the surrounding area.

7.

Defendant 1031 Canal Owner, LLC ("1031 Canal Owner") is an owner and developer of the property located at the Construction Site, and participated in the construction of the property.

8.

Defendant 1031 Canal Development, LLC ("1031 Canal") is an owner and developer of the property located at the Construction Site, and participated in the construction of the property.

9.

Defendant Citadel Builders, LLC ("Citadel") is a Louisiana limited liability company and, at all relevant times, was the general contractor for the construction of the building at the Construction Site, and was responsible for the means and methods of construction, supervision of the construction, and approval of all work performed at the Construction Site.

10.

Defendant Heaslip Engineering, LLC ("Heaslip") is a Louisiana limited liability company that performed structural engineering work on the building at the Construction Site.

11.

Defendant James B. Heaslip, II ("James Heaslip" or "Mr. Heaslip") is the Principal Engineer and Owner of Heaslip, and as such is the lead project engineer responsible for complete project design and coordination of all civil and structural engineering services provided by Heaslip, including the structural engineering work done by Heaslip on the building at the Construction Site.

12.

Defendant Harry Baker Smith Architects II, Professional LLC ("HBS") is a Louisiana limited liability company and, as the architect for the development project at the Construction Site, was responsible for the project design, created or approved the design plans, oversaw construction of the project building, and was responsible for ensuring that the project design met IBC and safe engineering standards.

13.

Defendant Suncoast Projects, LLC, d/b/a Hub Steel ("Hub Steel") is a Florida limited liability company that was responsible for furnishing, erecting, and installing structural steel and connections for the building being built at the Construction Site.

14.

Upon information and belief, Defendants National Fire & Marine Insurance Co. ("National"), Everest Indemnity Insurance Co. ("Everest"), Endurance American Specialty Insurance Co. ("Endurance"), Westchester Surplus Lines Insurance Co. ("Westchester"), Amtrust E&S Insurance Services, Inc. ("Amtrust"), and Aspen American Insurance Co. ("Aspen") issued insurance policies covering Defendant 1031 Canal Owner and/or 1031 Canal at all times relevant to the allegations herein.

15.

Upon information and belief, Defendant Amtrust issued insurance policies covering Defendant 1031 Canal at all times relevant to the allegations herein.

16.

Upon information and belief, Defendants FCCI Insurance Co. ("FCCI"), Allianz Global Corporate & Specialty, SE ("Allianz"), Evanston Insurance Co. ("Evanston"), and Endurance issued insurance policies covering Defendant Citadel at all times relevant to the allegations herein.

17.

Upon information and belief, Defendants Wesco Insurance Co. ("Wesco"), Kinsale Insurance Co. ("Kinsale"), Accident Fund Insurance Company of America ("Accident Fund"), and Underwriters At Lloyd's, London (Lloyds of London) ("Lloyds") issued insurance policies covering Defendant Heaslip at all times relevant to the allegations herein.

18.

Upon information and belief, Defendant Navigators Specialty Insurance Co. ("Navigators") issued insurance policies covering Defendant HBS at all times relevant to the allegations herein.

19.

Upon information and belief, Defendants Zurich American Insurance Co. ("Zurich") and Everest issued insurance policies covering Defendant Hub Steel at all times relevant to the allegations herein.

20.

The Building Collapse at the Construction Site was caused by the negligence of the Non-Insurer Defendants, and said negligence was the proximate and legal cause of the Building Collapse.

21.

The Non-Insurer Defendants' negligent acts and omissions, non-exclusively, include:

- (a) Designing the building in such a manner that rendered it structurally unsound, dangerous, not suited for its intended purpose, unreasonably dangerous, and defective;
- (b) Creating structural plans and drawings that contained errors and were inadequate to support the structure and could not bear the loads of the design and that resulted in a structure that was not fit for its intended purpose and was defective and unreasonably dangerous;
- (c) Constructing the building that collapsed at the Construction Site according to means and methods that were not suitable to the construction of a structurally fit building and that were unreasonably dangerous;
- (d) Failing to properly supervise the construction of the building at the Construction Site;
- (e) Failing to properly notice signs that the building being constructed at the Construction Site was not structurally sound and was in danger of collapse;
- (f) Failing to properly support the concrete floors on (at least) the upper floors of the building being constructed at the Construction Site;
- (g) Hiring persons unqualified to perform the work on the construction project;

- (h) Using inadequate construction materials at the Construction Site that were not suited to the particular building being constructed;
- (i) Ignoring warning signs that the building at the Construction Site was in danger of imminent failure;
- (j) All other acts of negligence that are proven at the trial of this matter.

22.

The Non-Insurer Defendants' negligent acts and omissions have damaged the City by, *inter alia*, causing damage to City property, including streets and infrastructure, and by causing the City to necessarily incur tremendous and continuing costs in the course of responding to the Building Collapse at the Construction Site, requiring the diversion and consumption of substantial public resources for costs to address the serious physical injury to people caused by the Building Collapse, and severe physical damage to property in the area surrounding the Building Collapse and Construction Site.

23.

For example, the City has incurred substantial labor and other related costs for lengthy search and rescue missions following the Building Collapse, for work to recover the human remains of the victims killed in the Building Collapse, for work to address physical damage to the buildings, streets, and areas surrounding the Construction Site, and to protect the public from associated hazards. The City has also incurred substantial labor and other costs in connection with evidence preservation work at the Construction Site, including but not limited to dedicating personnel to protect the Construction Site and to protect and guide persons conducting visits to the Construction Site to obtain evidence.

24.

The City furthermore has suffered significant losses in sales tax revenue that would have been generated from local businesses in and around the Construction Site in the absence of the Building Collapse.

25.

The City is presently involved in code enforcement proceedings against 1031 Canal. *See The City of New Orleans v. 1031 Canal Development, LLC*, Case No. 20-00001-MPM. Through that proceeding, the City intends to collect costs owed to it by 1031 Canal pursuant to the Code of Ordinances of the City of New Orleans. To the extent any damages claims against 1031 Canal herein overlap with the costs ultimately awardable to the City through the code enforcement proceedings, the City disclaims those, and only those, damages herein.

26.

As providers of insurance policies covering the Insurer Defendants' negligent acts and omissions, the Insurer Defendants are also liable to the City for the damages it has incurred. Each Insurer Defendant is hereby made a direct Defendant pursuant to the Louisiana Direct Action Statute, Louisiana Revised Statute 22:1269. Each Insurer Defendant is directly liable to the City for the acts and omissions of their insureds, the Non-Insurer Defendants.

FIRST CAUSE OF ACTION

27.

Petitioner re-alleges and incorporates Paragraphs 1-26, above, as though copied herein *in extenso*.

28.

"Every act whatever of man that causes damage to another obliges him by whose fault it happened to repair it." La. Civ. Code art. 2315.

29.

The Non-Insurer Defendants had a duty of care to maintain the safety and/or structural integrity of the building being constructed at the Construction Site.

30.

The Non-Insurer Defendants breached their duty of care, resulting in injury and damages to the City, for which Defendants are liable.

31.

The doctrine of *res ipsa loquitur* further demonstrates that the Non-Insurer Defendants failed to exercise the reasonable care necessary so as to prevent the Building Collapse and the damages resulting therefrom.

SECOND CAUSE OF ACTION

32.

Petitioner re-alleges and incorporates Paragraphs 1-31, above, as though copied herein *in extenso*.

33.

"The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice or defect in its original construction." La. Civ. Code art. 2322.

34.

Defendants 1031 Canal Owners and 1031 Canal (collectively, the "Owners") own the building being constructed at the Construction Site. The Owners knew, or, in the exercise of reasonable care, should have known, of the vices and defects existing at the Construction Site that created an unreasonable risk of harm and led to the Building Collapse.

35.

The Building Collapse could have been prevented by the exercise of reasonable care by the Owners, yet they failed to exercise such reasonable care.

36.

The Owners' failure to exercise reasonable care led to the Building Collapse, which caused damages to the City for which these Defendants are liable.

37.

The doctrine of *res ipsa loquitur* further demonstrates that the Owners failed to exercise the reasonable care necessary so as to prevent the Building Collapse.

THIRD CAUSE OF ACTION

38.

Petitioner re-alleges and incorporates Paragraphs 1-37, above, as though copied herein *in extenso*.

39.

"The owner is bound to keep his building in repair so that neither their fall nor that of any part of their materials may cause damage to a neighbor or to a passerby." La. Civ. Code art. 660.

40.

The Owners knew or, in the exercise of reasonable care, should have known, of the vices and defects existing at the Construction Site that created an unreasonable risk of harm and led to the Building Collapse.

41.

The Building Collapse could have been prevented by the exercise of reasonable care by the Owners, yet they failed to exercise such reasonable care.

42.

The Owners' failure to exercise reasonable care led to the Building Collapse, which caused damages to the City for which these Defendants are liable.

43.

The doctrine of *res ipsa loquitur* further demonstrates that the Owners failed to exercise the reasonable care necessary so as to prevent the Building Collapse.

FOURTH CAUSE OF ACTION

44.

Petitioner re-alleges and incorporates Paragraphs 1-43, above, as though copied herein *in extenso*.

45.

"The owner or custodian of a thing is answerable for damage occasioned by its ruin, vice, or defect, only upon a showing that he knew or, in the exercise of reasonable care, should

have known of the ruin, vice, or defect which caused the damage, that the damage could have been prevented by the exercise of reasonable care, and that he failed to exercise such reasonable care."

La. Civ. Code art. 2317.1

46.

The Owners and/or Citadel were the custodians of the Project. These Defendants knew, or, in the exercise of reasonable care, should have known, of the ruin, vices, or defects existing at the Project that created an unreasonable risk of harm and that led to the Building Collapse.

47.

The Building Collapse could have been prevented by the exercise of reasonable care by the Owners and/or Citadel, yet these Defendants failed to exercise such reasonable care.

48.

The Owners' and/or Citadel's failure to exercise reasonable care led to the Building Collapse, which caused damages to the City for which these Defendants are liable.

49.

The doctrine of *res ipsa loquitur* further demonstrates that 1031 Canal Owners, 1031 Canal, and/or Citadel failed to exercise the reasonable care necessary so as to prevent the Building Collapse.

FIFTH CAUSE OF ACTION

50.

Petitioner re-alleges and incorporates Paragraphs 1-49, above, as though copied herein *in extenso*.

51.

No one may use his property so as to cause damage to another or to interfere substantially with the enjoyment of another's property. *See* La. Civ. Code art. 667.

52.

Excessive inconveniences caused by the emission of industrial smoke, odors, noise, dust, vapors, and the like need not be tolerated in the absence of a conventional servitude. Whether

an inconvenience is excessive or not is to be determined in light of local ordinances and customs.
See La. Civ. Code art. 669.

53.

The Building Collapse, for which the Non-Insurer Defendants are responsible, caused the emission of construction debris that substantially and unreasonably interfered with the City's use and enjoyment of City-owned properties in the vicinity of the Project and Construction Site, rendering the Defendants liable to the City for its resulting damages.

SIXTH CAUSE OF ACTION

54.

Petitioner re-alleges and incorporates Paragraphs 1-53, above, as though copied herein *in extenso*.

55.

"The owner is bound to keep his buildings in repair so that neither their fall nor that of any part of their materials may cause damage to a neighbor or to a passerby." La. Civ. Code art. 660.

56.

"The owner of a building is answerable for the damage occasioned by its ruin, when this is caused by neglect to repair it, or when it is the result of a vice or defect in its original construction." La. Civ. Code art. 2322.

57.

The Owners knew or, in the exercise of reasonable care, should have known of the vices and defects existing at the Project which caused damages to the City, which damages could have been prevented by the exercise of reasonable care.

58.

The Owners failed to exercise such reasonable care, and that failure led to the Building Collapse, which caused damages to the City for which these Defendants are liable.

The doctrine of *res ipsa loquitur* further demonstrates that 1031 Canal Owners, 1031 Canal, and/or Citadel failed to exercise the reasonable care necessary so as to prevent the Building Collapse.

59.

The damages caused by the Owners' failure to exercise reasonable care have been multiplied and continue to accrue due to the Owners' tortious failure to timely and properly demolish and abate the Building Collapse, which failure is continuous in nature. For example, not only did the Owners fail to engage a contractor to demolish and abate the Building Collapse within a reasonable delay, they have repeatedly delayed such work at the Building Collapse such that they now project completion of key aspects of the work will take place months after the dates previously projected. The City's damages will therefore continue to accrue until such time as the demolition of the Building Collapse is complete, and the Construction Site is fully cleared from all vices and defects.

PRAYER FOR RELIEF

WHEREFORE, Petitioner, the City of New Orleans, prays that, after due proceedings, a judgment be rendered in its favor and against Defendants, and that the City be awarded damages in an amount to be determined at trial.

Dated: August 25, 2020.

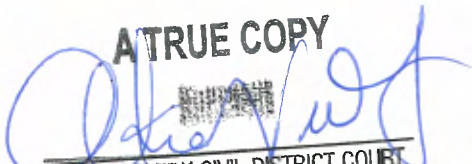
Respectfully submitted,



John M. Landis, LA Bar No. 07958
Wayne J. Lee, LA Bar No. 7916
Rachel W. Wisdom, LA Bar No. 21167
Matthew S. Almon, LA Bar No. 31013
Bryant S. York, LA Bar No. 34165
Of
STONE PIGMAN WALTHER WITTMANN L.L.C.
909 Poydras Street, Suite 3150
New Orleans, Louisiana 70112
Telephone: (504) 581-3200

and

/s/ Carl A. Butler
BUTLER LAW FIRM LLC
Carl A. Butler (LA# 17261)

ATRUE COPY

DEPUTY CLERK CIVIL DISTRICT COURT
PARISH OF ORLEANS
STATE OF LA

Tiffany M. Fleming (LA# 32141)
Cameron D. Berthelsen (LA# 37386)
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*Attorneys for Petitioner,
The City of New Orleans*

PLEASE SERVE:

1031 Canal Owner, LLC
Through its registered agent:
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

1031 Canal Development, LLC
Through its registered agent:
Jay Harris
3525 North Causeway Boulevard
Suite 1040
Metairie, Louisiana 70002

Citadel Builders, LLC
Through its registered agent:
Denzell Clark, Jr.
3516 Hessmer Avenue
Metairie, Louisiana 70002

Heaslip Engineering, LLC
Through its registered agent:
James B. Heaslip, II
3500 North Causeway Boulevard
Suite 1100
Metairie, Louisiana 70002

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Suite 1100
Metairie, Louisiana 70002

Harry Baker Smith Architects II, Professional LLC
Through its registered agent:
Harry Baker Smith, Jr.
189 Maple Ridge Drive
Metairie, Louisiana 70001

Suncoast Projects, LLC
d/b/a Hub Steel
Through its registered agent:
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and

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The Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, Louisiana 70809

ATTORNEY'S NAME: Landis, John M 07958
AND ADDRESS: 909 Poydras Street Suite 3150, New Orleans, LA 70122-4042

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO: 2020-07214

DIVISION: C

SECTION: 10

THE CITY OF NEW ORLEANS

Versus

1031 CANAL OWNER, LLC ET AL

CITATION - LONG ARM

TO: 1031 CANAL OWNER, LLC
THROUGH: THE LOUISIANA LONG ARM STATUTE ITS REGISTERED AGENT: THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

YOU HAVE BEEN SUED:

You must either comply with the demand contained in the
Petition for Damages

a certified copy of which accompanies this citation, or file an answer or other legal pleading in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within thirty (30) days after the filing in the record of the affidavit of the individual attesting to the manner of delivery made through the "Long Arm Statute" under penalty of default.

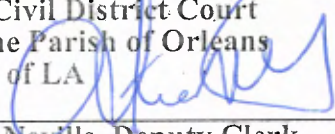
ADDITIONAL INFORMATION

Legal assistance is advisable. If you want a lawyer and can't find one, you may call the New Orleans Lawyer Referral Service at 504-561-8828. This Referral Service operates in conjunction with the New Orleans Bar Association. If you qualify, you may be entitled to free legal assistance through Southeast Louisiana Legal Services (SLLS) at 877-521-6242 or 504-529-1000.

*****COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE*****

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA August 25, 2020

Clerk's Office, Room 402, Civil Courts
421 Loyola Avenue
New Orleans, LA

CHELSEY RICHARD NAPOLEON, Clerk of
The Civil District Court
for the Parish of Orleans
State of LA
by 
Akia Nevills, Deputy Clerk

SHERIFF'S RETURN
(for use of process servers only)

PERSONAL SERVICE
On this _____ day of _____ served a copy of
the within
Petition for Damages
ON 1031 CANAL OWNER, LLC
THROUGH: THE LOUISIANA LONG ARM STATUTE ITS
REGISTERED AGENT: THE CORPORATION TRUST COMPANY
Returned the same day

No. _____
Deputy Sheriff of _____
Mileage: \$ _____

DOMICILIARY SERVICE
On this _____ day of _____ served a copy of
the within
Petition for Damages
ON 1031 CANAL OWNER, LLC
THROUGH: THE LOUISIANA LONG ARM STATUTE ITS
REGISTERED AGENT: THE CORPORATION TRUST COMPANY
by leaving same at the dwelling house, or usual place of abode, in the hands of
_____ a person of suitable age and
discretion residing therein as a member of the domiciliary establishment, whose
name and other facts connected with this service I learned by interrogating
HIM/HER the said 1031 CANAL OWNER, LLC being absent from the domicile
at time of said service.

ATTORNEY'S NAME: Landis, John M 07958
AND ADDRESS: 909 Poydras Street Suite 3150, New Orleans, LA 70122-4042

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS
STATE OF LOUISIANA

NO: 2020-07214

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SECTION: 10

THE CITY OF NEW ORLEANS

Versus

1031 CANAL OWNER, LLC ET AL

CITATION - LONG ARM

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CORPORATION TRUST CENTER, 1209 ORANGE STREET, WILMINGTON, DE 19801

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*****COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE*****

IN WITNESS WHEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA August 25, 2020

Clerk's Office, Room 402, Civil Courts
421 Loyola Avenue
New Orleans, LA

CHELSEY RICHARD NAPOLEON, Clerk of
The Civil District Court
for the Parish of Orleans
State of LA
by 
Akia Nevills, Deputy Clerk

SHERIFF'S RETURN
(for use of process servers only)

PERSONAL SERVICE

On this _____ day of _____ served a copy of
the within _____

Petition for Damages

ON 1031 CANAL OWNER, LLC

THROUGH: THE LOUISIANA LONG ARM STATUTE ITS
REGISTERED AGENT: THE CORPORATION TRUST COMPANY

Returned the same day _____ No. _____

Deputy Sheriff of _____

Mileage: \$ _____

DOMICILIARY SERVICE

On this _____ day of _____ served a copy of
the within

Petition for Damages

ON 1031 CANAL OWNER, LLC

**THROUGH: THE LOUISIANA LONG ARM STATUTE ITS
REGISTERED AGENT: THE CORPORATION TRUST COMPANY**

by leaving same at the dwelling house, or usual place of abode, in the hands of
_____ a person of suitable age and
discretion residing therein as a member of the domiciliary establishment, whose
name and other facts connected with this service I learned by interrogating
HIM/HER the said **1031 CANAL OWNER, LLC** being absent from the domicile
at time of said service.