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CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

CIVIL
DISTRICT COURT

STATE OF LOUISIANA

NO.

DIVISION “”

ALEXIS WINDHAM, CORIAN EVANS, JALEN LILLY, JUSTIN BROWN, SHARA FRISON, GREGORY TOWNSEND, and JOSEPH TAYLOR, individually and as survivor to his son, Brandon Taylor

VERSUS

MOTT MACDONALD, LLC, HARD ROCK CONSTRUCTION, L.L.C., THE CITY OF NEW ORLEANS, and an additional party not named in the caption pursuant to La. R.S. §22:1269(B)(4)(a)

FILED: _____

DEPUTY CLERK

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Petitioners Alexis Windham, Corian Evans, Jalen Lilly, Justin Brown, Shara Frison, Gregory Townsend, Joseph Taylor, individually and as survivor to his son, Barndon Taylor, and Jessee Hall, Jr., natural persons of the full age of majority, who, with respect, show the Court as follows:

NATURE OF THE ACTION

I.

This case concerns the tragic—but preventable—injuries suffered by scores of innocent revelers on Bourbon Street in New Orleans, Louisiana in the first hours of 2025. At 3:15 a.m. on January 1, 2025, a few hours after the Fleur de Lis dropped at midnight, Shamsud-Din Jabbar drove a Ford F-150 pickup truck into a crowd gathered on the street and then started a gun battle. Brave members of New Orleans law enforcement rushed to engage, shoot, and kill Mr. Jabbar.

II.

This should not have been a surprise to the Defendants. All received reports that detailed this exact risk. At least one of those reports authored by Interfor International predicted this exact chain of events in page 37 as, “highly possible while moderately probable.” That, and other reports, even offered simple solutions to prevent this very tragedy before it happened.

III.

As is often the case with tragedies, this was not caused by one bad decision. Instead, as explained below, Defendants had years of opportunities to fix this known problem. Mott MacDonald, LLC, and its contractor, Hard Rock Construction, LLC, have been responsible for

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developing, and implementing, bollard and systems to deter vehicle attacks in the French Quarter since at least 2017, and likely earlier. Obviously, those systems were not effective.

IV.

As discussed throughout this Petition, the plans, designs, and recommendations Mott MacDonald sold the City—at significant expense to the City and its residents—had holes, errors, and oversights that created opportunities for a tragedy such as this.

V.

This isn't just the story of a bad plan, though. There is also bad execution. City contractors failed to live up to contractual obligations and perform work in the order and manner specified.

VI.

To fully appreciate Defendants' conduct, though, a look at the warnings that started years ago is all that is needed.

PARTIES

VII.

This lawsuit is brought by the following victims of the preventable act of violence committed on Bourbon Street in the early morning hours of January 1, 2025:

- A. Alexis Windham, a natural person that is domiciled within, and a citizen of, the State of Alabama.
- B. Corian Evans, a natural person that is domiciled within, and a citizen of, the State of Alabama;
- C. Jalen Lilly, a natural person that is domiciled within, and a citizen of, the State of Alabama;
- D. Justin Brown, a natural person that is domiciled within, and a citizen of, the State of Alabama;
- E. Shara Frison, a natural person that is domiciled within, and a citizen of, the State of Missouri;
- F. Gregory Townsend, a natural person that is domiciled within, and a citizen of, the State of Missouri; and
- G. Joseph Taylor, individually and as survivor to his son, Brandon Taylor, is a natural person that is domiciled within, and a citizen of, the State of Louisiana.

VIII.

Mott MacDonald, LLC (henceforth "Mott MacDonald"), made a party defendant herein, is a limited liability company organized under the laws of the State of Delaware, with its principal business established in Louisiana within West Monroe, with members domiciled in the State of New Jersey, the United Kingdom, and elsewhere, and which conducted systematic and continuous

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business in Louisiana during all relevant times herein. Mott MacDonald is an engineering firm that specializes in infrastructure and transportation design.

IX.

Hard Rock Construction, L.L.C. (henceforth "Hard Rock"), made a party defendant herein, is a limited liability company organized under the laws of the State of Louisiana, with its principal place of business in Harvey, Louisiana, with members domiciled within Louisiana, and that conducted systematic and continuous business in Louisiana during all relevant times herein. Hard Rock is a contractor the engages in paving, cement, and road construction projects.

X.

That The City of New Orleans (henceforth the "City"), made a party defendant herein, is political subdivision of the State of Louisiana that is a body corporate with capacity to sue and be sued in its own name.

XI.

Shamsud-Din Jabbar is deceased at the time of filing and, as such, may not be named as a Defendant as he lacks capacity as a Natural Person pursuant to La. CC Art. 25, and other law. That would make the appropriate party-defendant to answer for him a succession representative appointed by a court of this state pursuant to La. CCP Art. 734. As there is no known succession in this state, though, an ad hoc representative or appointed attorney would need to be named pursuant to La. CCP Art. 5091. To avoid delays in bringing this matter to the Court, Plaintiffs proceed before appointing such an attorney but reserves the right to name any formal succession representative, or to move the Court to appoint one to be named.

XII.

That Travelers Excess and Surplus Lines Company, made a party defendant herein but not named in the caption pursuant to La. R.S. §22:1269(B)(4)(a), is a foreign insurance company authorized to do, and doing, business in Louisiana during all relevant times herein. During all relevant times herein, said insurance company issued a policy of liability insurance that insured Shamsud-Din Jabbar from the type of harms and losses described herein. Moreover, as Mr. Jabbar is deceased, a direct action is permitted against said insurance company pursuant to La. R.S. §12:1269(B)(1)(f).

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Section 12**MOTT MACDONALD ASSUMES DESIGN RESPONSIBILITIES IN NEW ORLEANS**

XIII.

Mott MacDonald seemingly began its relationship with the City of New Orleans more than 10 years ago.

XIV.

Before May 7, 2012, Lambert Engineers qualified for the City's design and engineering services pool pursuant to Request for Qualifications No. 500C-01183, and executed numerous professional services agreement with the city for road improvement projects.

XV.

On May 7, 2012, though, Lambert Engineers were effectively bought out by Mott MacDonald, known then as Hatch Mott MacDonald, LLC. In the deal, Lambert Engineers sold their assets, transferred their employees, and, most relevant here, assigned their contracts with the City to Mott MacDonald.

XVI.

In the City's Assignment and Assumption agreement on April 25, 2013, document K13-412, Mott MacDonald agreed to be bound by all terms of the prior Lambert Engineers contracts, as well as all of the City's terms and conditions "without negotiation."

XVII.

Following the purchase of Lambert Engineers, Mott MacDonald would design numerous roadway projects for the City including, but not limited to: those in Milneburg, St. Claude, Lake Terrance and Oaks, and, of course, The French Quarter.

THE RISK OF VEHICULAR ATTACK BECOMES KNOWN

XVIII.

Starting in 2016, the world saw a rise in vehicle ramming incidents involving crowded public spaces. Perhaps one of the most visible was an eerily similar incident involving a gunman driving a truck into a crowd celebrating Bastille Day in Nice, France which claimed the lives of 86 people and injured many more. Similar attacks followed all around the world including attacks in New York City Times Square, and London, England.

XIX.

Following these attacks, the City sought advice regarding its own risk of such an attack. AECOM, titled French Quarter Safety and Security Traffic Study. This Report was expressly authored to "ensure that the City is better prepared to prevent and react to public safety threats. . .

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specifically support Action 5: Upgrade Infrastructure to Reduce Terror Risk of the City of New Orleans.”

XX.

The AECOM Report stated in no unclear terms:

The French Quarter is often densely packed with pedestrians and represents an area where a mass casualty incident could occur. This area also presents a risk and target area for terrorism that the FBI has identified as a concern that the City must address. Following the attacks in Nice, France; in London, England; and the recent NYC Times Square incident that cited bollards saved lives, it has become clear how popular tourist areas can be threatened by attackers with vehicles and weapons.

XXI.

Ultimately, this would prompt the City of New Orleans to invest \$40 million into public safety improvement projects. A major component of those projects were part of the French Quarter Improvement Project safety features. Most notably, the City wanted to follow the recommendations of AECOM and implement an effective bollard system in the French Quarter.

XXII.

In addition to fixed bollards, the City also used a portion of the money to acquire portable “Archer” bollards from Meridian Rapid Defense Group, which manufactures them. These portable bollards that can be deployed to a sidewalk or street with little notice. The large, wheeled objects need little more setup than to be placed in the location needed to be protected from vehicles. At least 48 of these portable bollards were acquired at that time. They had regular use in New Orleans traffic control as early as the 2017 Mardi Gras season.

XXIII.

The city also used a portion of the money to acquire portable “wedge” barriers than can be deployed to a street to block all access. Again, the large system need only be moved to the location where it is to be deployed.

FRENCH QUARTER IMPROVEMENT PHASE ONE

XXIV.

The first phase of the French Quarter Improvement Project—Phase One—involved reconstruction of Bourbon Street between Canal and St. Louis Street, the 100 to 400 blocks (henceforth, Phase One of the French Quarter Improvement Project shall be “FQIP1”). Mott MacDonald designed the entire project and Hard Rock was the contractor for the project. Work was slated to began in 2017.

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XXV.

Included in the Project Documents for FQIP1 was the AECOM Report. As such, that report was, presumably, read by Mott MacDonald and Hard Rock. In essence, Mott MacDonald was an expert in the field and was tasked with developing a plan to account for the findings of that report.

XXVI.

By 2018, FQIP1 would be substantially complete. Mott MacDonald's bollard design was fully implemented on Bourbon Street.

XXVII.

The Mott MacDonald design was to implement a "movable safety bollard system" in the 100 to 400 blocks of Bourbon Street. That system was the Metador Bollard System, and it involved a baseplate with two, fixed bollards on either side of one central sliding bollard that moves to the side to allow vehicular access. The movable bollard slid across a diagonal "track" cut into the baseplate. Notably, this system protected only the street, without offering bollard protection to the sidewalks.

PHASE ONE BOLLARD SYSTEM "DOES NOT APPEAR TO WORK"

XXVIII.

The City had concerns about the bollard system Mott MacDonald and Hard Rock installed as part of FRIP1. The bollards were often disabled because the track was clogged with beads, empty drink containers and liquids including a mix of spilled drinks, vomit, rainwater, and other unidentified fluids.

XXIX.

In 2019, the French Quarter Management District commissioned a report by Interfor International to assess the effectiveness of the Mott MacDonald bollard system, and other vulnerabilities in the French Quarter. The express purpose of that study was to assess "vulnerabilities regarding public safety and terrorist threats . . . [and] make specific recommendations on measures needed to achieve the desired level of security."

XXX.

The Report continued that in the French Quarter, "The risk of terrorism—specifically mass shooting and vehicular attacks—remains highly possible while moderately probable." The Report elaborated on page 37:

The two modes of terror attack most likely to be used are vehicular ramming and active shooting. Both international and domestic terrorists have turned to these methods as a cheap low-tech alternative to complex bomb plots, particularly in the

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case of lone wolf attacks. Considering that the most high-profile target in New Orleans—Bourbon Street—is an open air thoroughfare with little to no access control reinforces the rationale for these two methods.

XXXI.

This wasn't the only express warning. Page 50 of that Report states even more plainly: "In terms of security, unrestricted traffic facilitates the commission of car ramming attacks which have proven to be a preferred method of lone wolf attackers in recent years."

XXXII.

The Report echoed what those with knowledge of the area already knew: the first Mott MacDonald bollard installation from FQIP1 was a failure. As explained on page 50 of that Report, "The current bollard system on Bourbon Street does not appear to work."

XXXIII.

The Interfor Report had a simple conclusion for how to prevent these attacks all the way back in 2019: "Regardless of the reason, **Interfor strongly recommends bollard mobilization to be fixed/improved immediately.**" (bold in original). They repeat this recommendation again on page 58.

XXXIV.

Mott MacDonald, itself, even began to see that the existing system had serious holes, even when working. In a presentation to the Vieux Carré Commission on May 27, 2020, Mott MacDonald engineers Many Heymann and Austin Kittok conceded that in the area of Conti Street vehicles were illegally entering and driving upon the sidewalk because "no bollard or general streetscape is currently provided along the pedestrian corridor that would prevent vehicular access." They both also noted that the wider sidewalks in the French Quarter allow space for a vehicle on the sidewalk "with ease."

XXXV.

During the May 27, 2020 presentation to the Vieux Carré Commission, those Mott MacDonald engineers explained that bollards on the sidewalk, fixed or removable, were the best solution to prevent vehicles from entering sidewalks in the French Quarter.

XXXVI.

To be more specific, that was their opinion for the area around Conti Street, except for Bourbon Street. Mott MacDonald's opinions regarding Bourbon Street would be the subject of a separate analysis prepared for the City, and delivered—separately—around the same time.

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MOTT MACDONALD DEVELOPS BOLLARD IMPROVEMENT PLAN AND SUPERVISES REPLACEMENT

XXXVII.

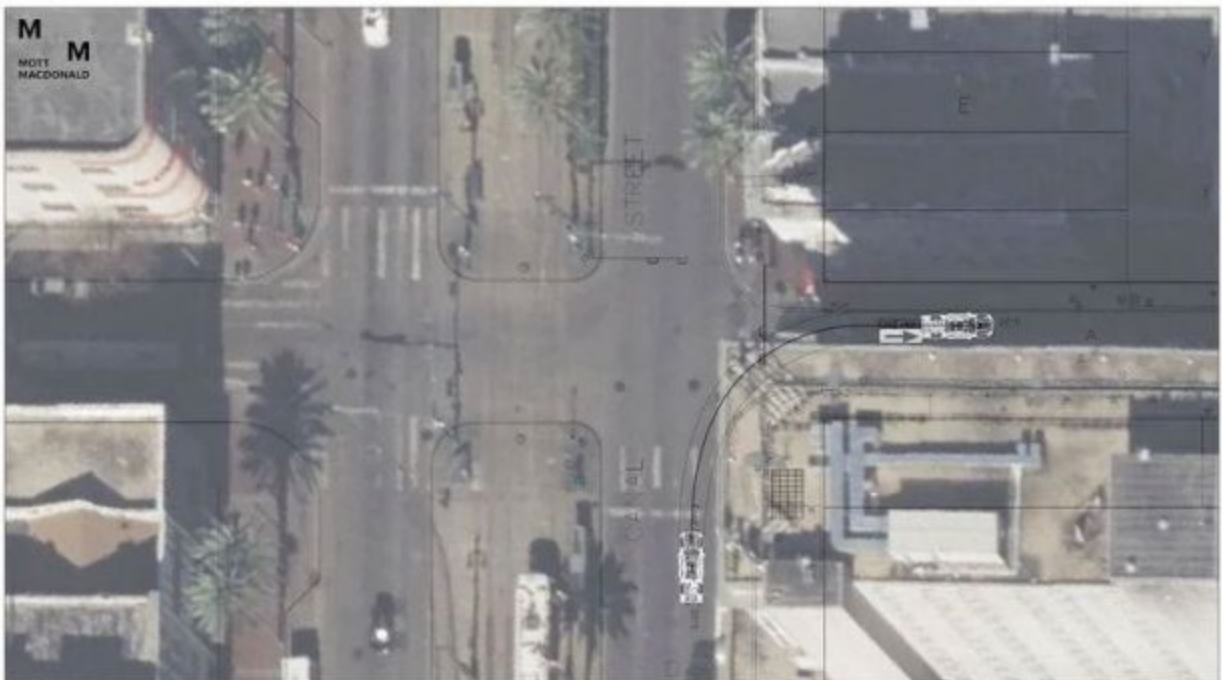
In April of 2024, Mott MacDonald prepared an engineering analysis for the City, examining options for new Bourbon Street bollards and security barriers. While nine potential attack scenarios were used as a basis for evaluating the potential solutions, seemingly none involved a vehicle that drove on the sidewalk. This is particularly nonsensical given the simultaneous efforts of Mott MacDonald engineers to recommend sidewalk bollards in other sections of the French Quarter in the vicinity of Conti Street to deal with the problems and dangers of vehicles driving on to the sidewalk in those areas.

XXXVIII.

The City relied on the expertise and recommendations of Mott MacDonald to determine what protections were necessary to deter and prevent vehicle ramming, and other terrorist attacks.

XXXIX.

One scenario presented by Mott MacDonald eight months before this tragedy even involved a Ford F-150 truck specifically turning right on to Bourbon Street from Canal Street, a shockingly similar threat that was seemingly predictable before December 31st, and which came true:



Main Entry Point: Bourbon Street at Canal Street
Vehicle Movement: Right Hand Turn onto Bourbon Street
Modeled Vehicle: 2015 F-150 Crew Cab at 15mph



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XL.

In this way, the City specifically relied on the expertise and opinions of Mott MacDonald as to how to protect Bourbon Street from a vehicle attack turning from Canal Street.

XLI.

The Mott MacDonald Report showed potential attack speeds of a vehicle of 50 mph and 70 mph. It showed that a F-150 similar to the one involved in the subject incident could make turns onto Bourbon Street from Canal Street at between 12 mph and 20 mph.

XLII.

Despite all of the information above, and the admissions from Mott MacDonald engineers that sidewalk bollards were needed in other parts of the French Quarter to keep vehicles from traveling on the sidewalk, Mott MacDonald did **not** recommend a bollard system that would protect from the threats above. Instead, Mott MacDonald recommended a cheaper option from 1-800-Bollards, the actual company name.

XLIII.

The 1-800-Bollards system recommended could not protect from any of the speeds above—not even 12 mph—and it did not include any bollard protection for the sidewalks on Bourbon Street.

XLIV.

The Mott MacDonald Design was incorporated into a Proposal and Design Standards for a new project, the Bourbon Street Bollard Assessment and Replacement project. This would, in theory, give Mott MacDonald the chance to incorporate all of the lessons learned, reports prepared, and data gathered to fully and finally protect the French Quarter from the now clear threat posed by weaponized vehicles. That is certainly what the City expected and relied on them to deliver. That is not, however, what happened.

PROJECT DOCUMENTS AND DUTIES FOR THE BOLLARD ASSESSMENT AND REPLACEMENT PROJECT

XLV.

Mott MacDonald designed, prepared, and wrote the project documents. They included no fixed bollards on the street in the French Quarter. They included no fixed bollards that could resist a 12 mph vehicle, let alone a faster vehicle.

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XLVI.

Mott MacDonald then instructed the contractor to remove the existing bollard system.

During and after removal of the system, Mott MacDonald specifically instructed the contractor not to impede, block, or interrupt vehicular traffic on the now undefended roadway on sheet 26 of the construction notes for the project. Instead, contractors were instructed to leave nothing more than bare asphalt, where the new 1-800-Bollard products would soon be installed.

XLVII.

The Mott MacDonald plans have no indications for temporary or mobile bollard placement, nor barriers or fencing to protect intersections during removal and replacement of the bollards.

XLVIII.

The design standards prepared by Mott MacDonald had one common theme: strip away all existing protections and leave nothing in its place until the inferior 1-800-Bollard system was in place. This should have prompted any reasonable designer to implement an interim barrier system during construction.

XLIX.

Given that the final bollard system would leave the sidewalks unprotected, it is clear that Mott MacDonald recommendations for Bourbon Street differed from the recommendations for sidewalk protection given to other groups at that same time. Mott MacDonald seemingly did not think it prudent—or negligently failed to recommend—a system that would protect the sidewalks of Bourbon Street from a vehicle attack.

L.

Moreover, on information and belief, Mott MacDonald provided a professional engineer licensed by the State of Louisiana with a background in traffic flow and control to prepare and submit a detailed traffic control plan pursuant to Section C128.04 of the New Orleans General Specifications for Street Paving.

LI.

The project pushed a significant deal of responsibility on to the ultimate contractor for ensuring that the work was done properly and safely. The contractor was responsible for submitting traffic control plans for each intersection under construction. Those plans must account for how any missing or altered traffic control devices would be accounted for. Presumably, however, all responsibility would fall on the company that designed, supervised, and managed the project. Namely, Mott MacDonald.

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LII.

The project incorporated a number of standard terms common to all City contracts. Specifically, it expressly incorporated The City of New Orleans General Specifications for Street Paving. Those terms made it clear in Section C128.03 that during construction and implementation of the bollard system that, “It shall be the duty and responsibility of the Contractor to provide all reasonable measure necessary to insure safety of the public.” That specifically envisioned “barriers.”

LIII.

Those general terms and conditions also obligated the performing parties to:

- A. “Restrict Access” in the areas where the work was being performed and specifically to “redirect traffic”;
- B. While the design specifications were expected to demarcate necessary barricades, should those design documents prove insufficient, they “shall not be construed as negating requirements for additional proper. . . barricades,” pursuant to Section C129;
- C. The Contractors were required to “install and maintain temporary construction barricades,” pursuant to Section C129; and
- D. The Contractors were permitted to request to “close streets and alleys,” entirely.

LIV.

The Request for Proposal for the project, no dubbed DPW760, included additional details for prospective contractors, too. They were not to impede any other traffic bollards.

LV.

The Request for Proposal also included certain “Project Conditions,” many of which mirrored the obligations in the Standard Terms, above. In particular, contractors on the project were expect to, “Erect appropriate. . . barriers prior to construction activities.”

LVI.

Contractors were “responsible for obtaining the bollards, embedment sleeves, and pad locks purchased by the City of New Orleans from their maintenance yard located at, 755 S Clark Street, New Orleans, LA 70119.”

LVII.

Contractors were told by Mott MacDonald that they were to be “removing and disposing the existing bollard systems previous [sic] installed on Bourbon Street.” More specifically:

The removal of the existing bollard system includes the removal and disposal of the HT2 Matador-4 bollard system and all associated pavement surrounding the bollard system to the nearest joint (curb to curb), as shown in the Construction Plans. The removal of the existing 8” concrete foundation to which the existing HT2 Matador-4 bollard system is bolted to shall also be removed as part of this

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item. The scope of work also includes removing the existing 2" Sch. 80 PVC and 2" Sch. 80 PVC drainage piping and drain cleanouts, within the limits of the existing bollard excavation and cutting and capping to abandon in place. All work shall be completed as shown in the Bollard System Demolition Plan within the Construction Plans. The Contractor will be responsible for disposing of the HT2 Matador-4 bollard system.

LVIII.

Contractors were paid for this work by the square yard of bollard removed. Mott MacDonald did not include any intermediate protections in the design documents.

LIX.

Also, under the terms of the project, the intersection of Canal Street and Bourbon Street was to be the very first bollard system installed. Presumably, this was in light of its location as entry point into Bourbon Street and the French Quarter from Canal Street. This was presumably a high priority sequence for the project:

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NOTES

1. TASK ORDER STATIONS HAVE BEEN ROUNDED TO THE NEAREST STATION. CONTRACTOR TO REFER TO PLAN SHEETS FOR EXACT PROJECT LIMITS.
2. PRIOR TO STARTING TASK ORDERS #2 & #3, CONTRACTOR SHALL HAVE AN AUTHORIZED LEVEE PERMIT APPROVED BY THE U.S. ARMY CORPS OF ENGINEERS.

HARD ROCK AGAIN WORKS AS CONTRACTOR FOR MOTT MACDONALD

LX.

As potential contractors started lining up, Mott MacDonald held a video conference on September 6, 2024 to provide certain additional details via an Addendum to prospective bidders. Austin Kittok, a professional engineer from Mott MacDonald, along with Lucy Lyons led the meeting. This is especially noteworthy because Mr. Kittok is the same Mott MacDonald engineer

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that told members of the Vieux Carré Commission about the importance of putting sidewalk bollards to deter vehicles entering the sidewalk in the vicinity of Conti Street mere weeks earlier.

LXI.

Mott MacDonald confirmed that the project they designed would only place bollards “within the same general area” as those previously installed and would not include permanent bollard installation on the sidewalks. There would, however, be sidewalk replacement work involved.

LXII.

In an about face from his conversation with the Vieux Carré Commission, Mr. Kittok excludes the sidewalk from his entire discussion about bollards and vehicles on Bourbon Street.

LXIII.

Finally, during that meeting Mott MacDonald also emphasized that the project differed from others in that the Contractor would need to develop a plan for barricades at the site.

LXIV.

Ultimately, Hard Rock became the contractor on the Bollard Assessment and Replacement Project. This means that the City has relied on the same engineer and designer—Mott MacDonald—and the same contractor—Hard Rock—for all bollard and safety planning and implementation in the French Quarter since the first reports of the dangers of vehicle ramming attacks came in 2016.

LXV.

On information and belief, Mott MacDonald and Hard Rock had actual knowledge of the availability of various forms of movable barriers to protect their construction sites from their work with the City on FQIP1, and other related work that occurred in the following years.

LXVI.

Archer and wedge movable barriers were available to Mott MacDonald and Hard Rock and could have been deployed. At least one wedge barrier was even staged within the construction zone at the time of the incident.

LXVII.

It was reasonable for the City to rely on Mott MacDonald to develop, design, implement, and supervise efforts to guard against vehicle ramming attacks in the French Quarter because Mott MacDonald holds itself out as a worldwide leader in urban infrastructure design and threat mitigation.

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LXVIII.

From a November 26, 2024 construction update from the City of New Orleans Department of Public Works, we know that Hard Rock did, in fact, begin the work on approximately November 18, 2024. Rather than start at the intersection with Canal Street, though, it appears that Hard Rock started at the 300 and 750 blocks of Bourbon Street.

LXIX.

The next construction update on December 10, 2024 confirmed, again, that work had not yet been started at the intersection of Canal Street and Bourbon Street.

LXX.

Finally, more than a month into the project, the construction update for December 19, 2024, the Department of Public Works construction update reveals that Hard Rock is now actively working at the intersection of Canal Street.

DEFICIENCIES AND CONSEQUENCES

LXXI.

In the early morning hours of January 1, 2025, while construction was ongoing at the corner of Bourbon Street and Canal Street, Mr. Jabbar turned a Ford F-150 on to Bourbon Street as described in Paragraph I.

LXXII.

On information and belief, the 200 and 300 blocks of Bourbon Street remained part of the active construction site at that time.

LXXIII.

Construction efforts by Mott MacDonald and Hard Rock had removed previously-erected bollards in that construction site. Others were disabled during construction.

LXXIV.

Appropriate barriers, temporary or otherwise, were not erected in the construction site.

LXXV.

As a result, the intersection had the appearance of a soft target.

LXXVI.

Upon initial penetration, Mr. Jabbar was able to travel approximately 3 blocks down Bourbon Street.

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LXXVII.

Ultimately, the City and its Contractors had express warnings about a vehicle ramming attack occurring on Bourbon Street. The City, which cannot be reasonably expected to have expertise on every subject, relied on Mott MacDonald to guard against that threat.

LXXVIII.

Mott MacDonald prepared an engineering analysis for the City that was represented as expressly protecting Bourbon Street against a vehicle attack from a Ford F-150 model truck turning onto Bourbon Street from Canal Street. In reality, it did not and Mott MacDonald failed to perform that work with due skill and reasonable care.

LXXIX.

Mott MacDonald designed a protection plan that was represented as accounting for those threats. Again, in reality, it did not and Mott MacDonald failed to perform that work with due skill and reasonable care.

LXXX.

Mott MacDonald had actual and constructive knowledge of the importance of sidewalk protection from vehicles at the time they completed the above work but negligently failed to include such recommendation to the City.

LXXXI.

Mott MacDonald negligently failed to include interim protective measures during construction in their design specifications.

LXXXII.

Mott MacDonald and Hard Rock failed to develop an effective traffic control system during construction.

LXXXIII.

Mott MacDonald and Hard Rock failed to perform the work in an appropriate sequence, which if followed would have had work completed at the Canal Street intersection before the subject incident took place.

LXXXIV.

Mott MacDonald and Hard Rock failed to erect appropriate barriers.

LXXXV.

On information and belief, the City accepted and followed all of Mott MacDonald's recommendations but those recommendations never accounted for known threats.

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LXXXVI.

Had Mott MacDonald competently provided engineering services to the City that accounted for known threats, Mr. Jabbar's access to Bourbon Street would have been prevented entirely. Appropriate protection at that intersection could have deterred any attempt and stopped any effort that was made. Even had he been able to gain access to a portion of Bourbon Street, his progress could have been quickly stopped preventing what would ultimately become three blocks of chaos.

LXXXVII.

As such, the subject incident on January 1, 2025 was the fault of, and proximately caused by the negligence of Defendants Mott MacDonald and Hard Rock.

LXXXVIII.

While Plaintiffs allege that Mott MacDonald assumed sole responsibility for planning, developing, and implementing an effective system for deterring the exact threat imposed by Mr. Jabbar, and further that the City's contractors assumed sole responsibility for barricade placement and traffic control of the entire construction site on the day in question, if the evidence shows otherwise, then Plaintiffs allege in the alternative that some or all of those duties would have been retained by the City, who would then be responsible for the above breaches of those duties.

DAMAGES SUFFERED BY PLAINTIFFS

LXXXIX.

That as a result of the aforesaid incident, Alexis Windham suffered impact and gunshot wounds causing sustained serious injuries to her, body and mind, including, without limitation, fractures and injuries to her right leg and ankle, along with other areas of her body, together with past and future mental anguish and physical suffering; past and future loss of enjoyment of life; past and future expenses for medical care; past and future loss of earnings and impaired earning capacity; disfigurement; permanent impairment; impaired earning capacity; and other economic losses; all of which entitles Plaintiff, Alexis Windham, to recover from Defendants the damages as are reasonable in the premises.

XC.

That as a result of the aforesaid incident, Corian Evans suffered sustained serious injuries to body and mind, including, without limitation, fractures and injuries to the right leg and foot, along with other areas of her body, together with past and future mental anguish and physical suffering; past and future loss of enjoyment of life; past and future expenses for medical care; past

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and future loss of earnings and impaired earning capacity; disfigurement; permanent impairment; impaired earning capacity; and other economic losses; all of which entitles Plaintiff, Corian Evans, to recover from Defendants the damages as are reasonable in the premises.

XCI.

That as a result of the aforesaid incident, Jalen Lilly suffered sustained serious injuries to body and mind, including, without limitation, fractures and injuries to her right leg and foot with additional injuries to her left leg and foot, along with other areas of her body, together with past and future mental anguish and physical suffering; past and future loss of enjoyment of life; past and future expenses for medical care; past and future loss of earnings and impaired earning capacity; disfigurement; permanent impairment; impaired earning capacity; and other economic losses; all of which entitles Plaintiff, Jalen Lilly, to recover from Defendants the damages as are reasonable in the premises.

XCII.

That as a result of the aforesaid incident, Justin Brown suffered sustained injuries to body and mind, consisting of widespread injury without known bone fracture at this time, together with past and future mental anguish and physical suffering; past and future loss of enjoyment of life; past and future expenses for medical care; past and future loss of earnings and impaired earning capacity; and other economic losses; all of which entitles Plaintiff, Justin Brown, to recover from Defendants the damages as are reasonable in the premises.

XCIII.

That as a result of the aforesaid incident, Shara Frison suffered sustained serious injuries to body and mind, including, without limitation, a fracture to her right leg with infection and complications, along with injuries to other areas of her body, together with past and future mental anguish and physical suffering; past and future loss of enjoyment of life; past and future expenses for medical care; past and future loss of earnings and impaired earning capacity; disfigurement; permanent impairment; impaired earning capacity; and other economic losses; all of which entitles Plaintiff, Shara Frison, to recover from Defendants the damages as are reasonable in the premises.

XCIV.

That as a result of the aforesaid incident, Gregory Townsend suffered sustained injuries to body and mind, consisting of widespread injury without known bone fracture at this time, together with past and future mental anguish and physical suffering; past and future loss of enjoyment of life; past and future expenses for medical care; past and future loss of earnings and impaired

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earning capacity; and other economic losses; all of which entitles Plaintiff, Gregory Townsend, to recover from Defendants the damages as are reasonable in the premises.

XCV.

That Brandon Taylor perished in the events on January 1, 2025. At the time of his death, he had no children and was unmarried. Brandon Taylor is the natural child of Joseph Taylor. In this action, Brandon Taylor is properly represented by his father as the proper party plaintiff for the survival action (La. CC Art. 2315.1) and the wrongful death action (La. CC Art. 2315.2).

XCVI.

That as a result of the aforesaid incident, Brandon Taylor has sustained serious injuries that killed him. Accordingly, Plaintiff Joseph Taylor is entitled to recover from Defendants such damages as are reasonable in the premises for damages suffered during his son's lifetime including pain, suffering, mental anguish, pre-death fear and terror, medical expenses, loss of earnings, loss of earning capacity, disability, and loss of enjoyment of life; as well as for additional damages for his own loss of love and affection, shock and grief, loss of economic support, loss of companionship, loss of consortium, funeral expenses, and burial expenses; and all other categories of damages appropriate under Louisiana Civil Code Articles 2315.1, 2315.2, 2315, and other law.

WHEREFORE, Petitioners, Alexis Windham, Corian Evans, Jalen Lilly, Justin Brown, Shara Frison, Gregory Townsend, and Joseph Taylor, individually and as survivor to his son, Brandon Taylor, request that Defendants be served with a certified copy of this petition, and after being duly cited to appear and answer hereto, and after the expiration of all legal delays and due proceedings are had, that there be judgment rendered herein in favor of Petitioners, Alexis Windham, Corian Evans, Jalen Lilly, Justin Brown, Shara Frison, Gregory Townsend, and Joseph Taylor, individually and as survivor to his son, Brandon Taylor, and against Defendants, Mott MacDonald, LLC, Hard Rock Construction, L.L.C., the City of New Orleans, and Travelers Excess and Surplus Lines Company, jointly and/or in solido, for damages as are reasonable in the premises; said judgment to bear legal interest from the date of judicial demand until paid and for all costs of these proceedings.

SIGNATURE BLOCK AND SERVICE INSTRUCTION FOLLOW ON THE NEXT PAGE

D
Section 12

CIVIL
DISTRICT COURT

Respectfully submitted by,

Attorney for Plaintiff:

Matthew D. Hemmer
MORRIS BART, LLC
601 Poydras Street, 24th Floor
New Orleans, LA 70130
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Please serve all of the following email addresses
pursuant to La. CCP Art. 1313:
mhemmer@morrisbart.com;
mjohnson@morrisbart.com; and
ncass@morrisbart.com

By:



MATTHEW D. HEMMER, LA NO. 34300
MORRIS BART, III, NO. LA02788
JORDAN A. LIEBERMAN, NO. LA38818

PLEASE SERVE:

MOTT MACDONALD, LLC
Through its registered agent in Louisiana:
Corporation Service Company
450 Laurel Street, 8th Floor
Baton Rouge, LA 70801

HARD ROCK CONSTRUCTION
Through its registered agent:
Jan Langford
1255 Peters Road
Harvey, LA 70058

THE CITY OF NEW ORLEANS
Through the Mayor:
LaToya Cantrell
1300 Perdido Street
2nd Floor East
New Orleans, LA 70112

TRAVELERS EXCESS AND SURPLUS LINES COMPANY
Through its registered agent:
Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809