

19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

CITY OF BATON ROUGE/
PARISH OF EAST BATON ROUGE

DOCKET NO.: 676851

VERSUS

WHLC ARCHITECTURE – SCHWARTZ/
SILVER, A JOINT VENTURE; WASHER HILL
LIPSCOMB CABANISS ARCHITECTURE, LLC;
SCHWARTZ/SILVER ARCHITECTS, INC.;
BUQUET AND LEBLANC, INC.; TRAVELERS
INDEMNITY COMPANY; MARYLAND
CASUALTY COMPANY; HOMELAND
INSURANCE COMPANY OF NEW YORK;
XL SPECIALTY INSURANCE COMPANY;
XYZ INSURANCE COMPANY; ARCH
INSURANCE SOLUTIONS, INC.; NATIONAL
FIRE INSURANCE COMPANY OF HARTFORD;
AND CONTINENTAL CASUALTY COMPANY

SECTION: 23

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes the plaintiff, the City of Baton Rouge/Parish of East Baton Rouge (“City/Parish”), a political subdivision of the State of Louisiana capable to sue and to be sued, who petitions this Honorable Court as follows:

DEFENDANTS

1.

Made defendants herein are:

- A. WHLC Architecture – Schwartz/Silver, A Joint Venture (“WHLC-SS”), who may be served through its agent for service of process, Larche Russell Washer, 1744 Oakdale Drive, Baton Rouge, Louisiana 70810;
- B. Washer Hill Lipscomb Cabaniss Architecture, LLC (“WHLC”), who may be served through its agent for service of process, Larche Russell Washer, 1744 Oakdale Drive, Baton Rouge, Louisiana 70810;
- C. Schwartz/Silver Architects, Inc. (“SS”), who may be served through its agent for service of process, CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816;
- D. Buquet and LeBlanc, Inc., who may be served through either of its registered agents for service of process, Robin B. Liles or Robert A. Bogan, III, at its principal place of business, 18145 Petroleum Drive, Baton Rouge, Louisiana 70809;

- E. Travelers Indemnity Company (“Travelers”), a foreign insurance company, who may be served through the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, Louisiana 70809;
- F. Maryland Casualty Company (“MCC”), a foreign insurance company, who may be served through the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, Louisiana 70809;
- G. Homeland Insurance Company of New York (“Homeland”), a foreign insurance company, who may be served through the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, Louisiana 70809; and
- H. XL Specialty Insurance Company (“XL”), a foreign insurance company, who may be served through the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, Louisiana 70809;
- I. XYZ Insurance Company, a foreign insurance company, who may be served through the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, Louisiana 70809;
- J. Arch Insurance Solutions, Inc. d/b/a Arch Insurance Company (“Arch”), a foreign insurance company, who may be served through the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, Louisiana 70809;
- K. National Fire Insurance Company of Hartford (“National Fire”), a foreign insurance company, who may be served through the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, Louisiana 70809; and
- L. Continental Casualty Company (“Continental”), a foreign insurance company, who may be served through the Louisiana Secretary of State, 8585 Archives Ave., Baton Rouge, Louisiana 70809.

JURISDICTION & VENUE

2.

Jurisdiction and venue are proper in East Baton Rouge Parish pursuant to La. C.C.P. art. 76.1 because the contracted work out of which this claims arises was performed in East Baton Rouge Parish, Louisiana.

FACTUAL BACKGROUND

3.

The City/Parish advertised and requested qualifications for a design professional through a quality based selection process for a public works construction contract: River Center Branch Library, designated as City/Parish Project No. 11-ASD-CP-0004 (“Library Design Project”) in April 2011.

4.

Based upon information and belief, WHLC is a Louisiana limited liability corporation organized and existing under the laws of Louisiana with its principal place of business in Louisiana. It is licensed to do business and is doing business in Louisiana.

5.

Based upon information and belief, SS is a Massachusetts incorporated business organized and existing under the laws of Massachusetts with its principal place of business in Massachusetts. It is licensed to do business and is doing business in Louisiana.

6.

Based upon information and belief, WHLC and SS entered a joint venture known as WHLC-Schwartz/Silver, a Joint Venture for the purpose of conducting architectural and program management work to compete for the Library Design Project.

7.

The City/Parish selected WHLC-SS as the most qualified design professional, negotiated a contract, and on May 23, 2012, awarded a contract for the Library Project to WHLC-SS in the sum of \$1,516,847.00 (the “Library Design Contract”).

8.

For the purpose of the Library Design Project, the contract documents for the Library Design Contract consisted of the Architectural Services Agreement; Design Development Documents; Construction Drawings; and Specifications bearing the Architect’s seal and those of his consultants, Technical Specifications; Bidding and Construction Contract Forms; and Special Documents as designated within Section 1.4.2 of the Architectural Services Agreement (“collectively referred to as the Design Contract Documents”), which is a collection of documents that are the best evidence of their contents therein.

9.

On June 5, 2012, the City/Parish and WHLC-SS entered the Library Design Contract, which was made effective same date.

10.

As a part of its work under the Library Design Contract, WHLC-SS purported to complete the Design Project and prepared the documents for public bid.

11.

Subsequently, the City/Parish advertised and solicited competitive bids for the provision of certain goods and services in connection with the public works construction contract: River Center Branch Library, designated as City/Parish Project No. 15-ASC-CP-0927 (“Library Construction Project”).

12.

In response to the City/Parish’s solicitation of bids, Buquet and LeBlanc, Inc. submitted its bid for the Library Construction Project in the amount of \$14,564,000.00.

13.

The City/Parish awarded Buquet & LeBlanc, Inc. as the lowest responsible and responsive bidder, and on May 18, 2016, entered a contract for the Library Construction Project with Buquet & LeBlanc, Inc. in the sum of \$14,564,00.00 (the “Library Construction Contract”).

14.

The Library Construction Contract was made effective on May 18, 2016, and the number of days contractually agreed upon to complete the construction project totaled 720 days.

15.

For the purpose of the Library Construction Project, the contract documents for the Library Construction Contract consisted of the Notice to Contractors; Louisiana Uniform Public Work Bid Form & Attachments; Special Provisions; General Provisions for Building Construction, 2015 Edition; Specifications; Construction Drawings; Exhibit A, Tax Exempt Status and Procedures Guide & LDR Form R-1020, latest version; and Addenda No. 1 and No. 2 dated March 21, 2016 and April 1, 2016, respectively (collectively referred to as the “Construction Contract Documents”), which is a collective set of documents that are the best evidence of their contents therein.

16.

Based upon information and belief, WHLC-SS, through its representatives, employees, agents, and/or subcontractors, designed the architecture of the Library building, from which all construction plans and work was based upon, yet failed to make all proper and necessary design calculations needed for the completion of the construction project.

17.

Based upon information and belief, during the construction work of the Library Project, the general contractor, Buquet & LeBlanc, through its representatives, employees, agents, and/or subcontractors, performed the construction work as designed by WHLC-SS, which included the installation and welding of the structural steel and cantilever joint bracings.

18.

Despite WHLC-SS's specialized and technical knowledge of the Library Project and its design thereof, WHLC-SS failed to detect the architectural flaw in its design pertaining to the structural steel and joint bracings both during its design review and during its project management of the construction.

19.

Based upon information and belief, upon attempted construction of the cantilever and its joint bracings, the structural steel and joint bracings were not sufficient to support the load of the cantilever.

20.

On April 18, 2018, a significant structural failure occurred at the site of the Library Project.

21.

Two of the four large trusses supporting the cantilever failed by apparent simultaneous rupture and severing of the top chords of each truss.

22.

As a result, a building failure took place by way of the cantilever falling from its supported position causing cracks and damage to the physical building, which has subsequently and directly caused additional expenses and delay in the completion of the Library Project.

BREACH OF CONTRACT
(Library Design Contract and Library Construction Project)

23.

As a part of its scope of services within the Architectural Services Agreement, WHLC-SS contracted with the City/Parish to perform architectural design of and construction project management of the Library Project.

24.

During the course of its work, WHLC-SS failed to meet its contractual obligations under the Library Project by performing inadequate architectural designs and poor project management work.

25.

In preparing its design for the River Center Branch Library, WHLC-SS owed a duty to bidders and the City/Parish to ensure the design's accuracy and adequacy, and to ensure that the design plans and specifications would provide workable operations within the corresponding time frame to complete the work.

26.

In preparing its design for the River Center Branch Library, WHLC-SS, through its representatives, employees, agents, and/or subcontractors, represented and warranted that the work could be performed as designed and unimpeded by conflicts, and under the conditions represented, depicted and in manner set forth in the design plans and drawings.

27

WHLC-SS, through its representatives, employees, agents, and/or subcontractors, breached its duties and obligations in that, without limitation, it failed to use reasonable care to ensure that the designs plans and drawings it prepared and published for the Library Construction Project provided an accurate representation of the actual conditions to be encountered and the scope of work necessary to complete the Library Construction Project.

28.

WHLC-SS, through its representatives, employees, agents, and/or subcontractors, breached its duties and obligations by allowing the City/Parish to issue a Notice to Proceed with knowledge of design issues and other conflicts, and by not properly committing and coordinating with structural design parties so as to ensure that the responsive bidders to the Library

Construction Project had reasonably unhindered, unimpeded design plans and drawings to rely upon in calculating their respective bid proposals to complete the project.

29.

WHLC-SS through its representatives, employees, agents, and/or subcontractors, breached its duties and obligations by failing to properly supervise, administer and manage the Library Construction Contract so as to prevent and/or mitigate the obstructions and impediments to the design drawings, plans, and worksite.

30.

During the course of the Library Project, the imposition of alterations, changes and extra work caused by changes in the design or changes caused to the design, and sometimes caused by the actions or inaction of WHLC-SS and its agents and consultants, were experienced by the City/Parish, all of which caused additional costs, delays and disruption to the overall cost and duration of the Library Construction Project.

31.

As a result, Buquet and LeBlanc, Inc.'s ability to perform its scope of work in a timely, effective and efficient manner on the Library Construction Project, as dictated by the design plans of WHLC-SS, was severely impaired and impeded, causing the City/Parish to incur additional labor, supervisory expenses, overhead, material, equipment, insurance, bonding, and other costs and expenses.

32.

As a result of the pervasive and extensive changes to the work and additional remedial work now necessary to complete the Library Construction Project, the Library Construction Project's substantial completion date had been adversely impacted by no less than 270 calendar days in addition to increased financial cost for labor, materials, equipment, and overhead to complete the building.

33.

The City-Parish anticipates the issuance of a change order to Buquet and LeBlanc, Inc. encompassing supplemental agreements, time extensions, and additional compensation necessary for the additional and extra work performed, additional quantities, as well as the acceleration costs and time related impacts that are expected to occur.

34.

As a result of these contract breaches for poor and inadequate design plans and drawings, and other breaches as discovery may reveal, on the part of WHLC-SS, the City/Parish has suffered, and continues to suffer, financial injury for which it is entitled to recover these damages from WHLC-SS and its insurers.

35.

The failure caused by WHLC-SS, WHLC, and/or SS during the design and project management of the Library Project were unforeseeable and unexpected at all times herein by the City/Parish.

36.

This failure caused a public danger within the surrounding area resulting in road and building closures.

37.

Accordingly, WHLC-SS, WHLC, and/or SS through its representatives, employees, agents, and/or subcontractors, breached its duties and obligations under the Library Design Contract and is liable to the City/Parish for any and all damages sustained as a result of said breaches.

**NEGLIGENCE & VICARIOUS LIABILITY
(Library Design Project and Library Construction Project)**

38.

WHLC-SS, WHLC, and/or SS was negligent in its performance under the Library Design Project, including but not limited to its insufficient architectural design work and insufficient project management, which caused the City/Parish to incur damages, which it continues to accrue each day that the Library Project is not completed.

39.

Based upon information and belief, due to the building failure caused by WHLC-SS, WHLC, and/or SS's actions and lack thereof, the Library Project suffered physical damage that was unforeseeable and unexpected to the City/Parish.

40.

Resultantly from the April 18, 2018 failure, the City/Parish has suffered and continues to suffer a loss of use of the tangible property, which was scheduled to be completed in September 2018.

41.

Accordingly, the representatives, employees, and/or agents of WHLC-SS, WHLC, and/or SS are liable to the City/Parish for all damages sustained as a result of their actions and inactions of negligence.

42.

Resultantly, WHLC-SS, WHLC, and/or SS are vicariously liable to the City/Parish for all damages sustained as a result of the negligent actions and inactions of their representatives, employees, and/or agents.

43.

In the alternative, to the extent that it is later determined that the project failures were caused, in whole or in part, by defective materials and/or workmanship of Buquet and LeBlanc, Inc. and/or its representatives, employees, and/or agents, the City/Parish asserts that Buquet and LeBlanc, Inc. breached its contract with the City/Parish for general contractor services and/or its representatives, employees, and/or agents acted negligently in its delivery of services therein.

44.

Resultantly in the alternative, Buquet and LeBlanc, Inc. is vicariously liable to the City/Parish for all damages sustained as a result of the negligent actions and inactions of its representatives, employees, and/or agents.

**BREACH OF WARRANTIES
(Library Design Project)**

45.

WHLC-SS, WHLC, and/or SS prepared the plans and specifications for the Library Design Project prescribing the character, dimensions and location of the work. This included, but was not limited to:

- a. warranting that the work could be performed unimpeded by poor design and other conflicts;

- b. warranting that the plans, specifications and special provisions it prepared and published for the each project provided an accurate and sufficient design for the project to be built;
- c. warranting that the work, if carried out by the following the plans, specifications and special provisions, could be effectively and efficiently performed within the time frames specified;
- d. warranting that when changes to the work were directed and/or necessary to complete each project that the contractor would be compensated for additional labor, supervision, materials, equipment, bonding, insurance and other impact costs; and,
- e. otherwise warranting that it would act reasonably in its administration of the Library Design Project and Library Construction Project, and not act in a way that would hinder or impede the construction's completion.

46.

In doing so, WHLC-SS, WHLC, and/or SS both expressly and implicitly warranted that the design plans and specifications were adequate to define the scope of work, perform the work, and that, if the contractor performed the work in accordance with those plans, that the work would be acceptable and could be completed within the specified timeframes.

47.

These express and implied warranties of WHLC-SS, WHLC, and/or SS were positive representations upon which the City/Parish was justified to rely on, and did rely on for the purpose of public works project advertisement and bid solicitation.

48.

The design plans and specifications furnished by WHLC-SS, WHLC, and/or SS were inaccurate and inadequate for their intended use.

49.

WHLC-SS, WHLC, and/or SS and their respective insurers have wrongfully refused to compensate the City/Parish for the time and cost impacts incurred as a result of the WHLC-SS's breaches of its expressed and implied warranties.

50.

As a direct and proximate result of these breaches, and other breaches as discovery may reveal, the City/Parish has suffered and continues to suffer financial injury for which it is entitled to recover damages.

**MISREPRESENTATION
(Library Design Contract)**

51.

WHLC-SS, WHLC, and/or SS prepared the plans and specifications, and made representations including, but not limited to, statements made during meetings regarding the Library Design Project and Library Construction Project depicting and describing the character, dimensions and location of the work. This included, but was not limited to:

- a. representing the work could be performed unimpeded by poor design and other conflicts;
- b. representing the building materials and job conditions to be encountered;
- c. representing the quantity of work to be performed and materials to be installed;
- d. representing when and where the contractor would have access to the work so that the contractor could appropriate schedule, coordinate and plan to perform the work effectively and efficiently; and,
- e. representing that it would act promptly in investigating and responding to issues raised by the contractor so as to not impede the contractor's performance of the work.

52.

In doing so, WHLC-SS, WHLC, and/or SS both expressly and impliedly represented that the plans and specifications were adequate to perform the work and that if the contractor performed the work in accordance with those plans that the work would be acceptable and could be completed within the specified timeframes.

53.

WHLC-SS, WHLC, and/or SS's statements were positive representations upon which the City/Parish was justified to rely on, and did rely on.

54.

The plans and specifications furnished by WHLC-SS, WHLC, and/or SS, and their representations regarding the nature of the Library Design Project and Library Construction Project, were inaccurate and misleading.

55.

WHLC-SS, WHLC, and/or SS have unfairly refused to compensate the various contractors and subcontractors for the damages they have sustained as a result of being misled by WHLC-SS, WHLC, and/or SS.

56.

As a direct and proximate result thereof, the City/Parish has suffered, and continues to suffer financial injury for which it is entitled to damages.

**INSURANCE COVERAGE
(Library Design Project & Library Construction Project)**

57.

Based upon information and belief, WHLC was covered by a policy of commercial general liability (“CGL”) insurance with MCC insuring against the negligent acts of WHLC and its representatives. Furthermore, the City/Parish was named as an additional insured under WHLC’s general commercial liability insurance policies.

58.

Based upon information and belief, MCC is “defunct” and/or no longer in the business of providing CGL insurance policies; and as a result, its policy made the subject herein was absorbed by XYZ Insurance Company.

59.

Based upon information and belief, SS was covered by a policy of commercial general liability (“CGL”) insurance with Travelers insuring against the negligent acts of SS and its representatives. Furthermore, the City/Parish was named as an additional insured under SS’s general commercial liability insurance policies.

60.

Upon information and belief, WHLC was covered by a policy of architects professional liability insurance with Homeland insuring against the negligent acts of WHLC and its representatives, employees, agents, and subcontractors.

61.

Upon information and belief, SS was covered by a policy of architects/engineers errors and omissions (“E&O”) insurance with XL insuring against the negligent acts of SS and its representatives, employees, agents, and subcontractors.

62.

As a part of its contractual obligations, WHLC and SS each named the City/Parish as an additional insured on their policies of insurance for general commercial liability.

63.

Based on the foregoing contained herein and in the alternative, WHLC-SS, WHLC, SS, MCC, Homeland, XL and XYZ are therefore liable *in solido* unto the City/Parish for the damages sustained in and arising from the events herein.

64.

At all times mentioned herein, defendants, Travelers, MCC, Homeland, XL, and/or XYZ were notified and made fully aware of the severity of the potential and actual damage sustained on the Library Project as well as the full extent of the City/Parish's damages, including but not limited to expenses for remedial work and undue delay.

65.

Based upon information and belief, Buquet and LeBlanc, Inc. procured and possessed and Performance and Payment Bond issued by Arch Insurance Solutions, Inc. d/b/a Arch Insurance Company, which holds and firmly bonds the two to the City/Parish in the amount of \$14, 564,000.00 for the exclusive purpose of City/Parish Project No. 15-ASC-CP-0927.

66.

Based upon information and belief, Buquet and LeBlanc, Inc. was covered by a policy of commercial general liability ("CGL") insurance with National Fire Insurance Company of Hartford, insuring against the negligent acts of Buquet and LeBlanc, Inc. and its representatives. Furthermore, the City/Parish was named as an additional insured under Buquet and LeBlanc, Inc. commercial general liability insurance policy.

67.

Upon information and belief, WHLC-SS was covered by a policy of umbrella liability insurance with Continental Casualty Company insuring against the negligent acts of Buquet and LeBlanc, Inc. and its representatives.

BREACH OF GOOD FAITH AND FAIR DEALING

68.

Both after learning of the structural failure and after receiving the general contractor's two estimations for remedial work and additional time, WHLC-SS, WHLC, SS, and their respective insurers identified herein were notified and made aware of the potential claim for damages pertaining to the Library Project.

69.

As an additional insured on the commercial general liability policies, the City/Parish is a contracted party covered by said policies issued to WHLC-SS, WHLC, and/or SS, respectively.

70.

Despite continued efforts by the City/Parish to move the construction progress forward toward completion and to end the daily accrual of expenses caused by delay in the remedial work, WHLC-SS, WHLC, and/or SS, and their respective insurers wrongfully withheld payment for the remedial work to be performed, failed to timely and appropriately accept the remedial work proposal and estimations submitted by Buquet and LeBlanc, Inc., and failed to timely review and issue responses to the remedial work and additional time estimations.

71.

Every contract in the State of Louisiana imposes on the contracting parties an implied covenant of good faith and fair dealing.

72.

Under the circumstances herein, WHLC-SS, WHLC, and/or SS, and their respective insurers identified above have acted and continue to act unreasonably and in bad faith towards the City/Parish, and have thereby breached and continue to breach the covenant of good faith and fair dealing.

ARBITRARY, CAPRICIOUS, OR WITHOUT PROBABLE CAUSE TO MITIGATE LOSS AND ATTORNEY'S FEES & COSTS

73.

The City/Parish has made formal demand and provided satisfactory proof of loss for CGL coverage on defendants, WHLC-SS, WHLC, and/or SS, and their respective insurers identified herein, or in the alternative an affiliate thereof, and that the defendants, WHLC-SS, WHLC, and/or SS, and their respective insurers, have been arbitrary and capricious in its adjusting of the

City/Parish's claims in that said defendants have failed to tender an amount over which reasonable minds counsel not differ within legal delays, and has acted in bad faith in denying and/or under-evaluating the City/Parish's claims, and therefore, the City/Parish is entitled to penalties and attorney's fees against the defendants WHLC-SS, WHLC, and/or SS, and their respective insurers identified herein, or in the alternative an affiliate thereof, for its arbitrary and capricious handling of the City/Parish's CGL claim as allowed by Louisiana law.

74.

For the reasons stated herein, WHLC-SS, WHLC, and/or SS, and their respective insurers identified above have acted arbitrarily, capriciously, and without probable cause in failing to mitigate the accrual of additional expense and lost time in violation of, including but not limited to, §§ 1892, 1893, and 1973 of Title 22 of the Louisiana Revised Statutes.

DAMAGES

75.

Based upon the express terms of the Library Design Contract, WHLC-SS, WHLC, and/or SS are liable to the City/Parish for any and all liquidated damages for its delay in completing the Project as set forth in the subject Contract Documents.

76.

Based upon the express terms of the Library Design Contract, WHLC-SS, WHLC, and/or SS are liable to the City/Parish for all costs incurred by the City/Parish to cure the work WHLC-SS, WHLC, and/or SS failed to perform under the subject contract, including but not limited to any and all cost and price increases relative to the remedial work needed to complete the Library Project.

77.

Due to WHLC-SS, WHLC, and/or SS's negligence and/or breach of contract, the City/Parish has incurred damages in the forms of:

1. Costs incurred due to undue delay in timely completing the Library Project;
2. Costs incurred to compensate for additional and extra work performed, including additional labor, materials, equipment, bonding and insurance, general and field conditions, corporate overhead, additional supervision and extended duration related expenses, resulting from changes to the Library Design and Construction Projects;

3. Costs incurred in remedial work to complete the Library Project;
4. Costs incurred in extending its lease agreements for use and operation of a temporary library branch and all services connected therewith during construction of the Library Project;
5. Pre- and post-judgment interest;
6. Costs and expenses, including reasonable attorney fees;
7. Other elements of damages that will be demonstrated at the trial of this matter, all of which entitles the City/Parish to recover from defendants such general and special damages as are reasonable in the premises; and
8. Such other damages as this Court may deem proper and just.

78.

In the alternative, due to Buquet and LeBlanc, Inc.'s negligence and breach of contract, the City/Parish seeks damages for the following:

1. Costs incurred due to undue delay in timely completing the Library Project;
2. Costs incurred to compensate for additional and extra work performed, including additional labor, materials, equipment, bonding and insurance, general and field conditions, corporate overhead, additional supervision and extended duration related expenses, resulting from changes to the Library Design and Construction Projects;
3. Costs incurred in remedial work to complete the Library Project;
4. Costs incurred in extending its lease agreements for use and operation of a temporary library branch and all services connected therewith during construction of the Library Project;
5. Pre- and post-judgment interest;
6. Costs and expenses, including reasonable attorney fees;
7. Other elements of damages that will be demonstrated at the trial of this matter, all of which entitles the City/Parish to recover from defendants such general and special damages as are reasonable in the premises; and
8. Such other damages as this Court may deem proper and just.

79.

The City/Parish prays for a trial by jury.

80.

The City/Parish specifically pleads the limitation on legal interest and court costs contained in LSA R.S. 13:5112.

81.

The City/Parish specifically pleads the restrictions and rules as to public bodies contained in LSA R.S. 13:5105.

WHEREFORE, after the lapse of all legal delays and due proceedings had, the Plaintiff, the City/Parish, prays that judgment be entered against the Defendants, WHLC-SS, WHLC, SS, Travelers, MCC, Homeland, XL, and XYZ and in favor of the City/Parish for damages in an amount to be proven at trial; reasonable attorneys' fees and costs and any other relief as this Court may deem just, proper, and equitable.

FURTHER, and in the alternative, after the lapse of all legal delays and due proceedings had, the Plaintiff, the City/Parish, prays that judgment be entered against the Defendants, Buquet and LeBlanc, Inc.; Arch Insurance Solutions, Inc.; National Fire Insurance Company of Hartford; and Continental Casualty Company and in favor of the City/Parish for damages in an amount to be proven at trial; reasonable attorneys' fees and costs and any other relief as this Court may deem just, proper, and equitable.

FURTHER, the City/Parish prays for a trial by jury on all issues and requests this Honorable Court to dispense with the filing of a bond in accordance with La. R.S. 13:4581, and also dispense with advanced filing costs in accordance with La. R.S. 13:4521.

**BY ATTORNEYS:
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PARISH ATTORNEY**



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*Attorneys for the City of Baton Rouge/Parish
of East Baton Rouge*

[SERVICE INSTRUCTIONS ON FOLLOWING PAGE]

PLEASE SERVE:

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Schwartz/Silver Architects, Inc.
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Maryland Casualty Company
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Homeland Insurance Company of New York
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