

NOTICE OF REMOVAL

Defendant Allstate Insurance Company and Allstate Indemnity Company, hereby remove to this Court the State Court Action described below:

1. Plaintiffs filed this class action lawsuit on September 15, 2005 in the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

2. State Farm Fire and Casualty Company, Allstate Insurance Company, Allstate Indemnity Company, The Standard Fire Insurance Company, Liberty Mutual Fire Insurance Company, Farmers Insurance Exchange, Lafayette Insurance Company, Fireman's Fund Insurance Company of Louisiana, Clarendon National Insurance Company, Chubb Custom Insurance Company, and National Union Fire Insurance Company of Louisiana were served on September 21, 2005 through the Louisiana Secretary of State. These were the first defendants served.

3. Pursuant to 28 U.S.C. § 1446(a), attached hereto as Exhibit A are all pleadings filed in the record of the State Court proceeding.

4. Plaintiffs filed this Petition "on behalf of all persons or entities who were on August 29, 2005 owners of immovable property with improvements located thereon, all said property being located in the Parishes of Orleans and Jefferson, State of Louisiana, all of which property sustained damage as a result of the catastrophic events of August 29, 2005 and the following days." Petition at ¶ IX.

5. The Petition alleges that in August 2005, Hurricane Katrina made landfall in Louisiana, and that levee breaches resulted thereafter, causing damage to property owned by the plaintiffs in Orleans and Jefferson Parishes. Petition at ¶¶ II-IV. The plaintiffs, unrelated persons having different types of insurance with different unrelated insurers, claim that “it is not certain that the water entered the city by topping the levee,” but instead that the levee breaches “might have been caused by leaks in the barriers which might mean the levees had been poorly constructed or maintained. . . . [The plaintiffs’] damages are a result of improper and/or negligent design, construction, and maintenance of the levees by various third parties.” *Id.* at ¶ V.

6. The plaintiffs sued fourteen unrelated insurers, as well as the Commissioner of Insurance, J. Robert Wooley, seeking declaratory relief that (1) the damage caused by the levee breaches does not fall within the “rising water” and “act of God” exclusions in a homeowners policy; (2) such damage was caused by negligence and “windstorm,” which the plaintiffs claim are covered in a homeowners policy; and (3) requesting that the Court issue a writ of mandamus ordering the Insurance Commissioner to interpret the defendants’ policies so as to read out certain exclusions, including flood exclusions, and to ensure that the unrelated defendant insurers comply with the declaratory relief sought by the plaintiffs. *Id.* at ¶¶ XI-XIII.

7. This Court has subject matter jurisdiction over all claims asserted against all defendants, regardless of their citizenship, pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332, 28 U.S.C. § 1441(a) and (b), and § 1453.

8. This Court also has federal question jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiffs' claims for coverage under homeowners policies rest upon a disputed construction of the National Flood Insurance Act, 42 U.S.C. § 4001, *et seq.* and thus, the controversy involves the construction and effect of federal law.

9. In addition, the Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332. Complete diversity exists between Allstate and plaintiffs and the amount in controversy is satisfied.

10. Further, this Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the claims of the absent class members and any state law claims.

11. This Notice of Removal is filed within thirty days of September 21, 2005, the first date of service of a copy of the Petition on a defendant, in compliance with 28 U.S.C. § 1446(b).

12. Consent is not required for removal under CAFA pursuant to 28 U.S.C. § 1453(b). As to Allstate's alternative grounds for removal, all of the defendant insurers have consented to the removal of this action to federal court, with full reservation of their rights to assert additional grounds for removal. The insurers need not obtain the consent, nor explain the absence of consent of the Insurance Commissioner for removal because he has been fraudulently joined. *See Jernigan v. Ashland Oil, Inc.*, 989 F.2d 812, 815 (5th Cir.), *cert denied*, 510 U.S. 868 (1993) ("In cases involving alleged improper or fraudulent joinder of parties, . . . application of this [consent] requirement [for removal] to improperly or fraudulently joined parties would be

nonsensical, as removal in those cases is based on the contention that no other proper defendant exists.").

I. Federal Jurisdiction Exists Under CAFA Over Claims Asserted Against All Defendants

13. The recently enacted Class Action Fairness Act ("CAFA") reflects Congress' intent to change prior law and now have federal courts adjudicate substantial class action suits brought against out-of-state defendants. Toward that end, CAFA expressly provides that class actions filed in state court are removable to federal court. CAFA expands federal jurisdiction over class actions by amending 28 U.S.C. § 1332 to grant original jurisdiction where the amount in controversy exceeds \$5,000,000 in the aggregate for the entire class, exclusive of interest and costs; the putative class contains at least 100 class members; and any member of the putative class is a citizen of a State different from that of any defendant.

14. This suit satisfies all of the requirements under CAFA for federal jurisdiction. According to the plaintiffs' Petition, (1) the amount in controversy exceeds \$5,000,000; (2) the class far exceeds 100; and (3) at least some members of the proposed class have a different citizenship from some defendants.

15. Inclusion of Louisiana defendants does not defeat federal jurisdiction under CAFA, even for the Louisiana defendants, unless the plaintiffs can prove that at least one defendant is a citizen of the forum state from whom "significant relief is sought by members of the plaintiff class" and whose alleged conduct "forms a significant basis for the claims asserted

by the proposed plaintiff class.” 28 U.S.C. § 1332(d)(4)(A)(i)(II)(aa), (bb). Plaintiffs cannot prove that this exception is applicable here for two reasons.

16. First, the exception was not intended by Congress to apply to defeat jurisdiction over class actions, where, as here, the local defendants are not “the primary focus of the plaintiffs’ claims”.

17. Second, the Louisiana insurers should not be considered significant defendants because their ultimate exposure, if any, is insignificant compared to the out of state insurers’ exposure. Collectively, the exposure of the seven Louisiana insurer defendants, as alleged by the plaintiffs, only is approximately 10.5% of the total exposure at issue. Petition at ¶ VIII(e), (i), (j), (k), (l), (m), (p).

18. Further, the unrelated Louisiana insurers are improperly joined with the unrelated out of state insurers, and thus cannot be defendants from whom “significant relief” is sought by the class, or whose alleged conduct forms a “significant basis for the claims asserted by the proposed plaintiff class” within the meaning of CAFA. *Jernigan*, 989 F.2d at 817 (co-defendants “were improperly joined, so their citizenship is to be disregarded for purposes of determining diversity jurisdiction”); *see also Tapscott v. MS Dealer Serv. Corp.*, 77 F.3d 1353, 1359-60 (11th Cir. 1996); *In re Benjamin Moore & Co.*, 309 F.3d 296, 298 (5th Cir. 2002); *Polk v. Lifescan, Inc.*, No. 4:03CV020 2003 WL 22938056, at *5 (N.D. Miss. Sept. 22, 2003).

19. The Insurance Commissioner, likewise, is not a defendant from whom significant relief is sought because the request for the remedy of mandamus is not authorized by

Louisiana law and the Insurance Commissioner is immune from suit. In addition, plaintiffs' request that the Insurance Commissioner interpret insurance policies is not authorized by Louisiana law.

A. The Amount In Controversy Exceeds \$5,000,000.

20. CAFA requires that the amount in controversy exceed \$5,000,000 for the entire putative class in the aggregate, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2).

21. The plaintiffs – who consist of all residents in Orleans and Jefferson Parishes who sustained property damage from Hurricane Katrina – allege that with “approximately 80% of the city under water, . . . losses from the hurricane are estimated to be as high as \$200 billion with insured losses estimated at upwards of \$50 million.” Petition at ¶¶ VI, IX.

22. The amount in controversy easily is satisfied in this case. The plaintiffs themselves claim in their Petition that the insured damages from Hurricane Katrina could reach “upwards of \$50,000,000.” *Id.*

23. Accordingly, given the plaintiffs' allegations, the amount in controversy requirement is satisfied. Thus, the Court has jurisdiction over all the claims asserted against all the defendants, regardless of diversity, pursuant to CAFA.

II. The Court Has Federal Question Jurisdiction Over Claims Asserted Against All Defendants.

24. Pursuant to 28 U.S.C. § 1331, “district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States”.

25. Federal question jurisdiction pursuant to 28 U.S.C. § 1331 does not require inclusion of a federal cause of action. *Grable & Sons Metal Products, Inc. v. Darue Eng'ng & Mfg.*, 125 S.Ct. 2363 (2005). Rather, the complaint only must involve a “controversy respecting the construction and effect of the [federal] laws” which controversy is “sufficiently real and substantial.” *Id.* at 2369 (allegation of construction of federal tax statute to support claim of title triggers federal question jurisdiction); *Hopkins v. Walker*, 244 U.S. 486, 490-491 (1917) (allegation regarding construction of federal mining law to support title claim constitutes federal question).

A. Plaintiffs’ Allegation that the National Flood Insurance Act was Enacted Only to Provide Insurance Coverage for Property Located in Inadequately Protected Areas Where the Risk of Flooding was Increased (and not the City of New Orleans) Presents a Controversy Respecting the Construction and Effect of Federal Law.

26. As in *Grable* and *Hopkins*, the Complaint alleges a construction of a federal statute, the National Flood Insurance Act, to support plaintiffs’ claims, which here are that homeowners policies cover flood losses.

27. Specifically, plaintiffs seek a declaration that homeowners insurance policies cover losses resulting from the Katrina-related flooding of New Orleans. To support

their interpretation of homeowners policies, plaintiffs plead that the purpose, intent, and design of the National Flood Insurance Act is only to cover property losses in inadequately protected areas. Plaintiffs allege that Congress enacted the National Flood Insurance Act, in 1968 to “provide [flood] insurance coverage for property located in inadequately protected areas where the risk of flooding is increased”. Petition at ¶ XV.

28. Plaintiffs allege that the City of New Orleans had “an extensive levee and flood protection system” and thus was not an “inadequately protected area.” *Id.* Thus, plaintiffs contend that the City of New Orleans area was not intended to be covered by federal flood insurance. Therefore, according to plaintiffs, approximately 60% of New Orleans did not purchase federal flood insurance.

29. Plaintiffs thus premise their claim for coverage under their homeowners policies upon a construction of the National Flood Insurance Act and the National Flood Insurance Program (“NFIP”) it created as only providing flood coverage for inadequately protected areas where the risk of flooding is increased.

30. Plaintiffs’ construction of the National Flood Insurance Act and the NFIP that flood coverage only is provided to inadequately protected areas is disputed. In fact, one of the reasons the National Flood Insurance Act and the NFIP were enacted because of the unavailability of flood insurance from private insurance companies unable to provide flood insurance on an economically feasible basis. 42 U.S.C. §§ 4001 and 4002. Proper construction of the National Flood Insurance Act establishes that Congress intended federal flood coverage to

extend to all residents of Orleans and Jefferson Parishes, regardless of the viability or success of various federally funded public works projects that was also intended to provide for their protection.

31. The meaning of the National Flood Insurance Act and the scope of the NFIP is an important issue of federal law that belongs in federal court. The Government has a strong interest in application of the federal flood program. In fact, the federal court has exclusive jurisdiction of claims for flood loss under its policies. 42 U.S.C. § 4072.

32. Accordingly, as in *Grable*, the “Government thus has a direct interest in the availability of a federal forum”. 125 S.Ct. at 2368. Federal question jurisdiction is warranted.

B. Plaintiffs’ Request for a Declaration that the Damages for Which They Seek Recovery Resulted from “Windstorm” and are Therefore Covered by Homeowners’ Insurance Policies Necessarily Implicates the “Wind or Windstorm” Exclusion in the Standard Flood Insurance Policy Issued to Forty Percent of the Proposed Class and Presents a Controversy Respecting the Construction and Effect of Federal Law.

33. The Petition seeks a declaration that: “The dominant and efficient cause of the losses due to the water entering the City of New Orleans beginning on August 29, 2005 was from breaches in the flood walls along the 17th Street Canal and the London Avenue Canal resulting from acts of negligence and ‘windstorm,’ standard covered perils in the defendants’ homeowners insurance policies.” Petition at ¶ X(b).

34. As set forth in the Petition, Plaintiffs seek a declaration that they are entitled to recover from the defendant insurers on the ground that Plaintiffs’ claimed losses

resulted from “windstorm,” a “standard covered peril[] in the defendants’ homeowners insurance policies.” *Id.*

35. The Petition alleges that “when faced with the question of whether or not to purchase flood insurance through the NFIP, many New Orleanians, indeed approximately 60%, did not.” *Id.* at ¶ XV. Based on the allegation that “approximately 60%” of the proposed Plaintiffs’ class did not purchase flood insurance through the NFIP, Plaintiffs necessarily allege that approximately 40% did purchase federal flood insurance through the NFIP. *Id.*

36. The Federal Emergency Management Agency (“FEMA”) has been delegated the authority to operate the NFIP (Reorganization Plan No. 3 of 1978, §§ 202, 304, 43 Fed. Reg. 41943-45 (1978)) and is statutorily authorized to provide, by regulation, the “general terms and conditions of insurability which shall be applicable to properties eligible for flood insurance coverage” under the NFIP. 42 U.S.C. § 4013(a).

37. By FEMA regulation, all policies issued under the NFIP must be issued using the terms and conditions of the Standard Flood Insurance Policy (“SFIP”) found in 44 C.F.R. Pt. 61, App. A; 44 C.F.R. §§ 61.4(b), 61.13(d), (e), 62.23(c).

38. Insureds can purchase flood insurance under the NFIP either directly from FEMA or from private insurers authorized to write SFIPs under their own names. See 44 C.F.R. § 62.23. Such private insurers are known as “Write Your Own” companies. 44 C.F.R. §§ 62.23-24; 48 Fed. Reg. 46789 (1983).

39. All flood insurance policies issued by Write Your Own (“WYO”) companies must mirror the terms and conditions of the SFIP. The WYO companies are not authorized to vary or waive any of the SFIP terms and conditions without the express written consent of FEMA. 44 C.F.R. §§ 61.4(b), 61.13(d), (e), 62.23 (c). “A WYO Company issuing flood insurance coverage shall arrange for the adjustment, settlement, payment and defense of all claims arising from policies of flood insurance it issues under the [NFIP], based upon the terms and conditions of the Standard Flood Insurance Policy.” 44 C.F.R. § 62.23(d).

40. The SFIP is itself a federal regulation. 44 C.F.R. Pt. 61, App. A. WYO companies are fiscal agents of the United States and payments on SFIP claims come ultimately from the United States Treasury. *Wright v. Allstate Ins. Co.*, 415 F.3d 384, 386 (5th Cir. 2005).

41. Allstate and certain other defendants participate in the NFIP as WYO companies and issued SFIPs covering homes in the State of Louisiana at the time of the events described in the Petition.

42. The federally mandated language of the SFIP provides “flood insurance under the terms of the National Flood Insurance Act of 1968 and its amendments, and Title 44 of the Code of Federal Regulations” for “**direct physical loss by or from flood to . . . insured property.**” 44 C.F.R. Pt. 61, App. A(1), Art. I (emphasis in original).

43. The SFIP provides in Article V, Exclusions, that the SFIP does not provide coverage as follows:

V. EXCLUSIONS

D. We do not insure for direct physical loss caused directly or indirectly by any of the following:

* * * * *

8. . . . wind, or windstorm.

44 C.F.R. Pt. 61, App. A(1), Art. V.D.8.

44. As set forth above, Plaintiffs seek a declaration that they are entitled to recover from the defendant insurers under their homeowners policies on the ground that Plaintiffs' claimed losses resulted from "windstorm," a "standard covered peril[]" in defendants' homeowners insurance policies." Petition at ¶ X(b).

45. In the event it is determined that Plaintiffs are entitled to recover from the defendant insurers under their homeowners insurance policies on the ground that Plaintiffs' claimed losses resulted from "windstorm," then, because "direct physical loss caused directly or indirectly by . . . wind, or windstorm" is excluded under the federal flood insurance policy, the determination requested by Plaintiffs if granted would amount to *res judicata* and/or serve to collaterally estop approximately 40% of the proposed class who purchased SFIPs under the NFIP from recovering under their federal flood insurance.

46. As set forth above, the determination sought by Plaintiffs necessarily will result in an interpretation of terms of the SFIP, which terms are federal law under the National Flood Insurance Act. 44 C.F.R. Pt. 61, App. A.

47. Given Plaintiffs' allegations, removal is proper pursuant to 28 U.S.C. § 1441 because this court has original jurisdiction under 28 U.S.C. § 1331. The Petition involves a controversy respecting the construction and effect of a federal regulation (the SFIP) and a federal statute (the NFIP). *Grable & Sons v. Darue*, 125 S.Ct. at 2367; *Hopkins v. Walker*, 244 U.S. at 490-91. *Drawhorn v. Qwest Commc'ns Int'l, Inc.*, 121 F. Supp.2d 554, 562 (E.D. Tex. 2000) (claim by landowner required interpretation of federal railway statutes and therefore claim properly was removable on federal question grounds).

48. Given the Plaintiffs' allegations, removal also is proper pursuant to 28 U.S.C. § 1441 because this court has original, exclusive federal jurisdiction over disputes concerning flood insurance claims made under an SFIP issued pursuant to the NFIP. 44 C.F.R. Pt. 61, App. A(1), Art. IX (providing "What Law Governs," "This **policy** and all disputes arising from the handling of any claim under the **policy** are governed exclusively by the flood insurance regulations issued by FEMA, the National Flood Insurance Act of 1968, as amended (42 U.S.C. § 4001, et seq.), and Federal common law") (emphasis in original); 42 U.S.C. § 4072 (granting federal district courts "original exclusive jurisdiction" over disputes concerning claim determinations made pursuant to the NFIP without regard to the amount in controversy).

C. Plaintiffs' Request for a Declaration that the Dominant and Efficient Cause of Their Losses was from Breaches in the Flood Walls Requires an Interpretation of the National Flood Insurance Program's Standard Flood Insurance Policy Issued to Forty Percent of the Proposed Class and Presents a Controversy Respecting the Construction and Effect of Federal Law.

49. The Petition seeks a declaration that “[t]he dominant and efficient cause of the losses due to the water entering the City of New Orleans beginning on August 29, 2005 was from breaches in the flood walls” Petition at ¶ X(b).

50. The Petition states that the declarations it seeks “are common to all insurers because the excluded perils of ‘rising water’ and ‘act of God’ are standard in the insurance industry and written in the policy exclusions of almost all homeowner’s insurance policies in almost ‘boilerplate’ language.” *Id.*

51. As set forth in the Petition, Plaintiffs seek a declaration that they are entitled to recover from the defendant insurers under their homeowners insurance policies on the grounds that the dominant and efficient cause of their claimed water damage-related losses was from “breaches in the flood walls” and that the “rising water” peril exclusion is not applicable to Plaintiffs’ claims.

52. As set forth above, Plaintiffs have alleged that approximately 40% of the proposed class purchased flood insurance through the National Flood Insurance Program. Petition at ¶ XV. Each NFIP flood insurance policy purchased by a Plaintiff was issued using the terms and conditions of the federally mandated Standard Flood Insurance Policy (“SFIP”). 44 C.F.R. §§ 61.4(b), 61.13(d).

53. Each SFIP issued to Plaintiffs who purchased federal flood insurance defines "flood" as follows:

54. **Flood**, as used in this flood insurance policy, means:

1. A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:
 - a. Overflow of inland or tidal waters;
 - b. Unusual or rapid accumulation or runoff of surface waters from any source;
 - c. **Mudflow.**
2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined in A.1.a. above.

44 C.F.R. Pt. 61, App. A(1), Art. II.A (emphasis in original).

55. Each SFIP issued to those Plaintiffs who purchased federal flood insurance includes an "Other Insurance" provision which provides as follows:

C. Other Insurance

1. If a loss covered by this **policy** is also covered by other insurance that includes **flood** coverage not issued under the Act, we will not pay more than the amount of insurance you are entitled to for lost, damaged or destroyed property under this **policy** subject to the following:
 - a. We will pay only the proportion of the loss that the amount of insurance that applies under this **policy** bears to the total amount of insurance covering the loss, unless C.1.b. or c. immediately below applies.

- b. If the other policy has a provision stating that it is excess insurance, this policy will be primary.
- c. This **policy** will be primary (but subject to its own deductible) up to the deductible in the other **flood** policy (except another policy as described in C.1.b. above). When the other deductible amount is reached, this **policy** will participate in the same proportion that the amount of insurance under this **policy** bears to the total amount of both policies, for the remainder of the loss.

44 C.F.R. Pt. 61, App. A(1), Art. VII.C (emphasis in original).

56. Allstate's (and other carrier's) homeowners policy also includes as "Other Insurance" clause that requires determining the total amount of insurance covering the loss in order to determine the amount to be paid under the homeowners policy.

57. Accordingly, if the Court were to determine, as requested by plaintiffs, that homeowners' insurance policies cover losses resulting from the flooding of New Orleans, then for those plaintiffs or putative class members who purchased federal flood insurance, the Court would need to determine the extent of any coverage under the federal SFIP. Only then could the Court determine the total amount of coverage, as required under the homeowners policies. The determination sought by Plaintiffs will require an interpretation of the terms of the SFIP, which terms are federal law under the National Flood Insurance Act. 44 C.F.R. Pt. 61, App. A.

58. Given Plaintiffs' allegations, removal is proper pursuant to 28 U.S.C. § 1441 because the court has original jurisdiction under 28 U.S.C. § 1331. The Petition involves a controversy respecting the construction of a federal regulation (the SFIP) and a federal statute (the NFIA). *Grable & Sons v. Darue*, 125 S.Ct. at 2367; *Hopkins v. Walker*, 244 U.S. at 490-91.

see also Lindy v. Lynn, 501 F.2d 1367, 1369 (3rd Cir. 1974) (action arises under federal law when “the complaint . . . requires the construction of a federal statute or a distinctive policy of a federal statute requires the application of federal legal principles for its disposition.”); *e.g.*, *Drawhorn v. Qwest Commc’ns Int’l, Inc.*, 121 F. Supp.2d at 562 (claim by landowner required interpretation of federal railway statutes and therefore claim properly was removable on federal question grounds). Moreover, Plaintiffs’ right to relief necessarily depends upon the resolution of a substantial question of federal law.

59. Given the Plaintiffs’ allegations, removal also is proper pursuant to 28 U.S.C. § 1441 because this court has original, exclusive federal jurisdiction over disputes concerning flood insurance claims made under an SFIP issued pursuant to the NFIA. 44 C.F.R. Pt. 61, App. A(1), Art. IX; 42 U.S.C. § 4072.

III. Supplemental Jurisdiction Should Be Exercised Over Any State Law Claim

60. A district court may exercise pendent jurisdiction over a state law claim where the court already has jurisdiction over a federal claim, where the state and federal claims derive from a common nucleus of operative fact, and where the claims are such that they should be tried in one judicial proceeding. 28 U.S.C. § 1367; *Transource Int’l, Inc. v. Trinity Indus., Inc.*, 725 F.2d 274, 285 (5th Cir. 1984) (citing *United Mine Workers v. Gibbs*, 383 U.S. 715 (1966)).

61. Here, to the extent that the plaintiffs’ claims relative to property damage from Hurricane Katrina and the alleged levee breaches are not subject to federal jurisdiction

under CAFA, and/or the National Flood Insurance Act, this Court has supplemental jurisdiction over the state claims.

62. This Court, for example, has supplemental jurisdiction over the plaintiffs' state law claim that the alleged property damage from the alleged levee breaches is not excluded under the homeowners policies. Petition at ¶¶ XI, XII. This claim arises out of the same facts – the property damage allegedly caused by Hurricane Katrina – as those which provide this Court jurisdiction under CAFA and the National Flood Insurance Act.

63. Judicial efficiency and 28 U.S.C. § 1367 dictate that this Court should exercise supplemental jurisdiction over the plaintiffs' related state law claims, as they form the same case and controversy as the federal claims.

IV. Diversity Jurisdiction Exists Pursuant to Section 1332

A. Complete Diversity Exists As To Each Of The Non-Louisiana Insurers.

64. The Petition alleges that every named plaintiff is a citizen of the State of Louisiana. (Petition at ¶¶ I-II).

65. Allstate Insurance Company and Allstate Indemnity Company are Illinois corporations having their principal place of business in Illinois.

66. Thus, complete diversity exists between Allstate and each of the plaintiffs.

B. Allstate Has Been Misjoined With Other Non-Louisiana and Louisiana Insurers.

67. Allstate and the other defendant insurers are improperly or fraudulently joined and/or misjoined. Therefore, the Louisiana insurers cannot be considered for purposes of

determining diversity for Allstate. *In re Benjamin Moore & Co.*, 309 F.3d 296, 298 (5th Cir. 2002); *Tapscott v. MS Dealer Serv. Corp.*, 77 F.3d 1353, 1359-60 (11th Cir. 1996); *see also* *Mallard v. Prudential Ins. Co. of America*, No. 95-908 1996 WL 170126, *3 (M.D. Ala. Mar. 29, 1996); *Turpeau v. Fidelity Fin. Servs., Inc.*, 936 F. Supp. 975 (N.D. Ga. 1996), *aff'd*, 112 F.3d 1173 (11th Cir. 1997).

C. **The Amount In Controversy Exceeds The Requisite \$75,000.**

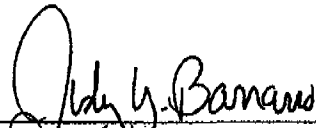
68. The amount in controversy for a declaratory judgment is the value of the object of the litigation. *St Paul Reinsurance Co., Ltd. v. Greenberg*, 134 F.3d 1250 (5th Cir. 1998). The object of the demand as pled are the limits of the Allstate policies at issue. *See Comprehensive Addiction Programs v. Mendoza*, 50 F. Supp. 2d 581 (E.D. La. 1999) (in a case for specific performance on a contract, court looked to value of the property involved to determine jurisdictional amount) (citation omitted).

69. Plaintiffs have styled this case as a class action. Louisiana law provides that attorney's fees are attributable in their entirety to the representative plaintiffs in a class action lawsuit. La. Code Civ. Pro. art. 595; *Grant v. Chevron Phillips Chem. Co.*, 309 F.3d 864 (5th Cir. 2002), *cert. denied*, 538 U.S. 945 (2003). The attorney fees in this putative class action alleging over \$200 billion in losses, thousands of policyholders and fourteen insurers will be substantial. Allocating the attorney fees to the named plaintiffs results in the named plaintiffs' claims easily exceeding the \$75,000 amount in controversy requirement. That is sufficient to satisfy the amount in controversy requirement for Allstate. 28 U.S.C. § 1367; *Exxon Mobil*

Corp. v. Allapattah Services, Inc., 125 S.Ct. 2611 (2005) (so long as one named plaintiff in class action satisfies amount in controversy requirement and other elements of diversity jurisdiction exists diversity jurisdiction is satisfied); *see also, In re Abbott Labs*, 51 F.3d 524, 530 (M.D. La. 1994); *Stromberg Metal Works, Inc. v. Press Mech., Inc.*, 77 F.3d 928 (7th Cir. 1996).

WHEREFORE, Allstate Insurance Company and Allstate Indemnity Company request that this Court assume full jurisdiction over the cause herein as provided by law.

Respectfully Submitted,



Judy Y. Barrasso, 2814
Edward R. Wicker, Jr., 27138

Of

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Attorneys for Allstate Insurance Company
and Allstate Indemnity Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Notice of Removal has been served upon all counsel of record by placing same in the United States mail, postage prepaid and properly addressed, this 30th day of September, 2005.



19th JUDICIAL DISTRICT COURT
FOR THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

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COST OK Amt. 400.⁰⁰
31966
SEP 15 2005
BY mb
CLERK OF COURT

NO: 53451

DIVISION

SEC. 24

DOCKET:

GLADYS CHEHARDY, CHUCK AND DAY MORRIS, SPENCER AND HEATHER FALOU, BRANDON AND BRIDGET GAWLICK, MONTY AND LACEY GLORIOSO, DANIEL AND JACQELYN FONTANEZ, LARRY AND GLENDY FORSTER, KENNETH AND JUDY MAIER, RANDY AND LORI GERVAIS, ANDRE AND MARLIN MAUBERRET, BRIAN AND LISA ROURKE, DEBBIE AND DAVE STRAWN, PERRY AND DEBBIE RITTNER, SHAWN AND ANGELINA BURST, NEW ORLEANS FLOORING SUPPLY, INC., and STEPHANIE AND BRAD BOYD, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

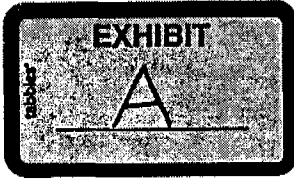
VERSUS

LOUISIANA INSURANCE COMMISSIONER J. ROBERT WOOLEY, STATE FARM FIRE AND CASUALTY COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, LOUISIANA FARM BUREAU MUTUAL INSURANCE COMPANY, THE STANDARD FIRE INSURANCE COMPANY, LIBERTY MUTUAL FIRE INSURANCE COMPANY, FARMERS INSURANCE EXCHANGE, ANPAC LOUISIANA INSURANCE COMPANY, LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY, LAFAYETTE INSURANCE COMPANY, AUDUBON INSURANCE COMPANY, FIREMANS FUND INSURANCE COMPANY OF LOUISIANA, CLARENDON NATIONAL INSURANCE COMPANY, CHUBB CUSTOM INSURANCE COMPANY, and NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA

FILED: _____ DEPUTY CLERK

CLASS ACTION PETITION FOR DECLARATORY JUDGMENT AND MANDAMUS

NOW INTO COURT, comes Petitioners GLADYS CHEHARDY, CHUCK AND DAY MORRIS, SPENCER AND HEATHER FALOU, BRANDON AND BRIDGET GAWLICK, MONTY AND LACEY GLORIOSO, DANIEL AND JACQELYN FONTANEZ, LARRY AND GLENDY FORSTER, KENNETH AND JUDY MAIER, RANDY AND LORI GERVAIS, ANDRE AND MARLIN MAUBERRET, BRIAN AND LISA ROURKE, DEBBIE AND DAVE STRAWN, PERRY AND DEBBIE RITTNER, SHAWN AND ANGELINA BURST, and STEPHANIE AND BRAD BOYD, all persons of the age of majority and citizens of and domiciled in the Parishes of Orleans and Jefferson, State of Louisiana, and NEW ORLEANS FLOORING SUPPLY, INC., a Louisiana corporation with its domicile and



principal place of business located in the Parish of Orleans, State of Louisiana, on behalf of themselves and all others similarly situated and for their Petition for Declaratory Judgment with respect state:

I.

Venue is proper in this Court pursuant to LSA-C.C.P. art. 42.

FACTUAL BACKGROUND

II.

On August 27, 2005, Hurricane Katrina, by now in the Gulf of Mexico is upgraded to a Category 3 hurricane. New Orleans Mayor Ray Nagin called for a voluntary evacuation of the city and Louisiana Governor Kathleen Blanco requested that President Bush declare a major disaster for the State of Louisiana.

III.

At 12:40 a.m. on August 28, 2005, Katrina is upgraded to a Category 4 hurricane. Later that morning New Orleans Mayor Ray Nagin called for a mandatory evacuation of the city. At 1:00 p.m. Katrina is upgraded to a Category 5 hurricane with maximum sustained winds of 175 miles per hour and gusts up to 215 miles per hour.

IV.

At 6:10 a.m. on August 29, 2005 Katrina made landfall near Grand Isle, Louisiana as a Category 4 hurricane, and then made a second landfall a short time later near the Louisiana-Mississippi border. At 8:00 a.m. on August 29, there was water on both sides of the Industrial Canal and by 9 a.m. there was six (6) to eight (8) feet of water in the Lower Ninth Ward. At 2:00 p.m., city officials publicly confirmed the reason for the water was a breach in the 17th Street Canal floodwall reported to be two city blocks wide.

V.

Despite the level of water in the city it is not certain that the water entered the city by topping the levee. Indeed, news reports indicate seven different breaks in the levee surrounding Lake Pontchartrain. A Time magazine reported on September 2, 2005 concluded that it is possible that the levees just did not work the way they were supposed to and that congressional investigators, experts, and some Army Corps of Engineers officers suggested that the failure might have been caused by leaks in the barriers which

might mean the levees had been poorly constructed or maintained. Thus, plaintiffs aver upon information and belief that their damages are a result of improper and/or negligent design, construction, and maintenance of the levees by various third parties.

VI.

In the aftermath of the storm it was estimated that approximately 80% of the city was under water, and that losses from the hurricane are estimated to be as high as \$200 billion with insured losses estimated at upwards of \$50 million.

VII.

Petitioners and all others similarly situated are owners of immovable property with improvements located thereon, all said property being located in the Parishes of Orleans and Jefferson, State of Louisiana, all of which property sustained damage as a result of the catastrophic events of August 29, 2005 and the following days, said catastrophic events being precipitated by Hurricane Katrina, a category 4 storm with sustained winds of 145 miles per hour which made landfall near Grand Isle, Louisiana at approximately 6:10 a.m., and then again a short time later near the Louisiana-Mississippi border, the eye of the storm passing just east of the city of New Orleans at approximately 9:00 a.m.

VIII.

Made defendants herein are:

- a. ✓ **LOUISIANA INSURANCE COMMISSIONER J. ROBERT WOOLEY**, a duly elected Louisiana Public Official in his capacity as Louisiana Insurance Commissioner;
- b. **STATE FARM FIRE AND CASUALTY COMPANY**, a foreign insurer domiciled in the State of Illinois and doing business in the State of Louisiana with a market share of approximately 33.34% of Louisiana homeowner's insurance policies;
- c. ✓ **ALLSTATE INSURANCE COMPANY**, a foreign insurer domiciled in the State of Illinois and doing business in the State of Louisiana with a market share of approximately 12.15% of Louisiana homeowner's insurance policies;
- d. ✓ **ALLSTATE INDEMNITY COMPANY**, a foreign insurer domiciled in the State of Illinois and doing business in the State of Louisiana with a market share of approximately 8.07% of Louisiana homeowner's insurance policies;
- e. **LOUISIANA FARM BUREAU MUTUAL INSURANCE COMPANY**, a Louisiana insurer domiciled in Louisiana and doing

business within the State with a market share of approximately 6.06% of Louisiana homeowner's insurance policies;

- f. **THE STANDARD FIRE INSURANCE COMPANY**, a foreign insurer domiciled in the State of Connecticut and doing business in the State of Louisiana with a market share of approximately 3.75% of Louisiana homeowner's insurance policies;
- g. **LIBERTY MUTUAL FIRE INSURANCE COMPANY**, a foreign insurer domiciled in the State of Massachusetts and doing business in the State of Louisiana with a market share of approximately 3.22% of Louisiana Homeowner's insurance policies;
- h. **FARMER'S INSURANCE EXCHANGE**, a foreign insurer domiciled in the State of California and doing business in the State of Louisiana with a market share of approximately 2.71% of Louisiana Homeowner's insurance policies;
- i. **ANPAC LOUISIANA INSURANCE COMPANY**, a Louisiana insurer domiciled in the Parish of St. Tammany, Louisiana and doing business within the State with a market share of approximately 2.18% of Louisiana homeowner's insurance policies;
- j. **LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY**, a Louisiana insurer domiciled in Louisiana and doing business within the State with a market share of approximately 1.00% of Louisiana homeowner's insurance policies;
- k. **LAFAYETTE INSURANCE COMPANY**, a Louisiana insurer domiciled in Louisiana and doing business within the State with a market share of approximately 0.81% of Louisiana homeowner's insurance policies;
- l. **AUDUBON INSURANCE COMPANY**, a Louisiana insurer domiciled in the Parish of East Baton Rouge, Louisiana and doing business within the State with a market share of approximately 0.45% of Louisiana homeowner's insurance policies;
- m. **FIREMAN'S FUND INSURANCE COMPANY OF LOUISIANA**, a Louisiana insurer domiciled in the Parish of East Baton Rouge, Louisiana and doing business within the State with a market share of less than 0.01% of Louisiana homeowner's insurance policies;
- n. **CLARENDON NATIONAL INSURANCE COMPANY**, a foreign insurer domiciled in the State of New Jersey and doing business in the State of Louisiana with a market share of approximately 0.08% of Louisiana Homeowner's insurance policies;
- o. **CHUBB CUSTOM INSURANCE COMPANY**, a foreign insurer domiciled in the State of Delaware and doing business in the State of Louisiana with a market share of approximately 0.03% of Louisiana Homeowner's insurance policies;
- p. **NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA**, a Louisiana insurer domiciled in Louisiana and doing business within the State with a market share of less than 0.01% of Louisiana homeowner's insurance policies;

IX.

This is a class action pursuant to LSA-C.C.P. Art. 591, *et seq.* seeking a declaratory judgment on behalf of all persons or entities who were on August 29, 2005 owners of immovable property with improvements located thereon, all said property being located in the Parishes of Orleans and Jefferson, State of Louisiana, all of which property sustained damage as a result of the catastrophic events of August 29, 2005 and the following days; and further seeking an order of *mandamus* from this Court directing the Louisiana Insurance Commissioner, J. Robert Wooley to interpret the defendants' homeowner's insurance policies on which claims are made by Petitioners and all others similarly situated to recover for losses for damage to their property due to water entering the City of New Orleans beginning on August 29, 2005 from the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal in accordance with this Court's declaratory judgment.

X.

This action is appropriate for determination through the Louisiana Class Action Procedure (LSA-C.C.P. article 591, *et seq.*) for the following reasons:

a. **Numerosity**

As a result of this unprecedented catastrophic event up to 160,000 homes are estimated to be unusable. The exact number and identities of the class plaintiffs are unknown at this time, and can only be ascertained through appropriate investigation when reentry to the city is allowed, however plaintiffs are of information and belief that the class of plaintiffs clearly consists of tens or perhaps hundreds of thousands of persons presenting a level of numerosity better handled through the class action procedure.

b. **Common Questions of Law and Fact**

This Petition for Declaratory Judgment seeks a declaration of the court that is not only common to all class members, but will be applicable to all defendants and indeed to all homeowner insurers in the New Orleans area. The requested declarations are: The water entering the City of New Orleans beginning on August 29, 2005 due to the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal does not fall within the exclusion of "rising water," or an "act of God," standard excluded perils in the defendants' homeowner's insurance policies; and: The dominant and efficient cause of the losses due to the water entering the City of New Orleans beginning

on August 29, 2005 was from breaches in the flood walls along the 17th Street Canal and the London Avenue Canal resulting from acts of negligence and "windstorm," standard covered perils in the defendants' homeowners insurance policies. These declarations are common to all insurers because the excluded perils of "rising water" and "act of God" are standard in the insurance industry and written in the policy exclusions of almost all homeowners insurance policies in almost "boilerplate" language.

c. Adequate Representation

Plaintiffs will fairly and adequately represent the interests of the class. The class representatives herein are represented by skilled attorneys who are experienced in the handling of class action litigation and who may be expected to handle this action in an expeditious and economical manner to the best interest of all members of the class.

d. Typicality

The claims of the class representatives as named herein are typical of the claims of the class members they seek to represent in that they are all seeking declarations from the Court That: The damage caused by water entering the City of New Orleans beginning on August 29, 2005 due to the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal does not fall within the exclusions of "rising water," and "act of God" standard excluded perils in the defendants' homeowner's insurance policies; and: The dominant and efficient cause of the losses due to water entering the City of New Orleans beginning on August 29, 2005 from to the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal was acts of negligence and "windstorm," standard covered perils in the defendants' homeowners insurance policies.

e. Superiority

The Louisiana Class Action Procedure affords a superior vehicle for the efficient disposition of the issues herein presented, especially since individual joinder of each of the class members is impracticable. Individual litigation by each of the class members, besides being impracticable and unduly burdensome to the plaintiffs would also be unduly burdensome and expensive to the court system as well as the defendants, and might result in conflicting results on the same issue.

Petitioners, bring this Petition for a Declaratory Judgment on behalf of themselves and all others similarly situated, seeking a declaration by this Court that the damage caused by water entering the City of New Orleans beginning on August 29, 2005 due to the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal does not fall within the exclusion of "rising water," and "act of God", standard excluded perils in the defendants' homeowner's insurance policies.

XII.

Petitioners, on behalf of themselves and all others similarly situated seek a further declaration by this court that the dominant and efficient cause of the losses due to water entering the City of New Orleans beginning on August 29, 2005 from to the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal was acts of negligence and "windstorm," standard covered perils in the defendants' homeowners insurance policies.

XIII.

Petitioners, on behalf of themselves and all others similarly situated also seek an order of *mandamus* from this Court directing the Louisiana Insurance Commissioner, J. Robert Wooley to interpret the defendants' homeowner's insurance policies on which claims are made by Petitioner and all others similarly situated to recover for losses due to water entering the City of New Orleans beginning on August 29, 2005 from to the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal in accordance with this Court's declaratory judgment.

XIV.

The issues presented in this Petition should be decided by declaratory judgment inasmuch as their resolution involves a major public policy issue which will affect thousands of Louisiana citizens, many of whom will suffer enormous emotional and financial damage until the issue is decided. While the insurance companies may continue to make investment income during the course of any protracted legal proceedings, homeowners on the other hand have little recourse but to sit idly by awaiting a decision, all the while being unable to begin reconstruction or renovation of their homes until they have the money to pay their contractors. As a result, without resolution of this issue by

declaratory judgment, thousands of homeowners will be left stranded for months, or perhaps even years.

XV.

In the early 1950's the insurance industry concluded that, private insurance against flood losses could not be underwritten successfully. In other words, the insurance industries conclusion about the certainty of losses due to inadequate flood protection created a financial risk that the insurance industry was not willing to undertake. Thus, in 1956 Congress enacted the Federal Flood Insurance Act. The National Flood Insurance Act was enacted in 1968 and is the seminal authority for the current National Flood Insurance Program (NFIP). Congress created the NFIP to provide insurance coverage for property located in inadequately protected areas where the risk of flooding is increased. The city of New Orleans, while situated mainly below sea level, has an extensive levee and flood protection system, thus when faced with the question of whether or not to purchase flood insurance through the NFIP many New Orleanians, indeed approximately 60%, did not.

XVI.

To give the "rising water" and "act of God" exclusions a broad reading and thus disallow the coverage for the damages arising in this catastrophic disaster, which damage occurred despite the vast and expansive levees and flood protections existing in the greater New Orleans area would contravene the very purpose of homeowner's policies without regard to the realities which precipitated the need for such an exclusion, *i.e.*, the insurance industry's conclusion that inadequate flood protection created a financial risk that the insurance industry was not willing to undertake, and without regard to the realities considered by homeowners, *i.e.* New Orleans extensive flood protections including levees, flood walls, canals, and pumps, when those homeowners considered whether or not insurance beyond their standard homeowner's policy was necessary.


WHEREFORE, plaintiffs pray that after due proceedings had that this matter be certified as a class action in accordance with LSA-C.C.P. art. 591, et seq, and that the Court enter a declaratory judgment on behalf of himself and all others similarly situated, that the damage caused by water entering the City of New Orleans beginning on August 29, 2005 due to the breaches in the flood walls along the 17th Street Canal and the

London Avenue Canal does not fall within the exclusion of "rising water," and "act of God," standard excluded perils in the defendants' homeowner's insurance policies, and a further declaration on behalf of himself and all others similarly situated that the dominant and efficient cause of the losses due to water entering the City of New Orleans beginning on August 29, 2005 from to the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal was acts of negligence and "windstorm," standard covered perils in the defendants' homeowners insurance policies; and plaintiffs on behalf of themselves and all others similarly situated further seek an order of *mandamus* from this Court directing the Louisiana Insurance Commissioner, J. Robert Wooley to interpret the defendants' homeowner's insurance policies on which claims are made by Petitioner and all others similarly situated to recover for losses due to water entering the City of New Orleans beginning on August 29, 2005 from to the breaches in the flood walls along the 17th Street Canal and the London Avenue Canal in accordance with this Court's declaratory judgment.

Plaintiffs further pray that this Honorable Court consider this Petition in an expeditious manner due to the catastrophic nature of the damages and the potential for severe economic peril to the plaintiffs.

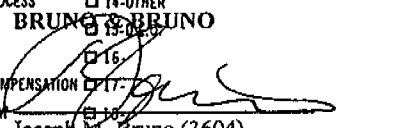
Respectfully submitted:

McKERNAN LAW FIRM

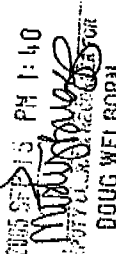


Joseph J. McKernan
 Bar Roll No. 10027
 Gordon J. McKernan
 Bar Roll No. 21768
 Chet Boudreaux *Not Admitted*
 Bar Roll. No. 28504
 8710 Jefferson Highway
 Baton Rouge, Louisiana 70809
 Tel: (225) 926-1334
 Fax: (225) 926-1222

- 01-DAMAGES
- 02-CONTRACT
- 03-PRISONER SUIT
- 04-EXECUTORY PROCESS
- 05-SUIT ON NOTES
- 06-EVICTION
- 07-WORKMENS COMPENSATION
- 08-JUDICIAL REVIEW
- 09-PROPERTY RIGHTS
- 10-INJUNCTION MANDAMUS
- 11-CONF. PROP. PARTITIONS
- 12-PUBLIC SERV. COMM.
- 13-OTHER PARTITIONS
- 14-OTHER
- 15
- 16
- 17
- 18
- 19
- 20

BRUNO & BRUNO

 Joseph M. Bruno (3604)
 David S. Scalia (21369)
 Stephen S. Kreller (28440) *Not Admitted*
 Temporary Address:
 8710 Jefferson Highway
 Baton Rouge, Louisiana 70809

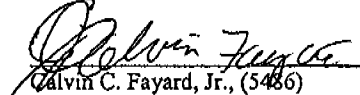
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 004611
 DEPUTY CLERK OF COURT

15th JUDICIAL DISTRICT
 EAST BATON ROUGE PARISH, LA.
 FILED
 2005 SEP 15 PM 1:40

 DOUG WELBORN
 CLERK OF COURT E.B.R. PARISH

Tel: (225) 926-1234
Fax: (225) 926-1202
Toll Free: (800) 966-1335
EM: dscalia_2000@yahoo.com

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004612
DEPUTY CLERK OF COURT

FAYARD & HONEYCUTT


Calvin C. Fayard, Jr., (5486)
519 Florida Avenue, S.W.
Denham Springs, LA 70726
(225) 664-4193

Vernon P. Thomas, Esq.
TEMPORARILY WITHOUT
OFFICE SPACE AS A RESULT OF
THE STORM

9TH JUDICIAL DISTRICT
BATON ROUGE PARISH, LA.
FILED
SEP 15 PM 1:40
DEPUTY CLERK OF COURT
DUJUG WELBORN
CLERK OF COURTE B.R. PARISH
PLEASE SERVE:

LOUISIANA INSURANCE COMMISSIONER J. ROBERT WOOLEY, at
his offices at 1702 N. Third Street, Baton Rouge, LA 70802

STATE FARM FIRE AND CASUALTY COMPANY, through the Louisiana
Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

ALLSTATE INSURANCE COMPANY, through the Louisiana Secretary of
State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

ALLSTATE INDEMNITY COMPANY, through the Louisiana Secretary of
State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

LOUISIANA FARM BUREAU MUTUAL INSURANCE COMPANY,
through its agent for service of process:
Bob Warner, Jr., Ann M. Mstrailer or Wynne Jacobs
9516 Airline Highway
Baton Rouge, LA 70815

THE STANDARD FIRE INSURANCE COMPANY, through the Louisiana
Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

LIBERTY MUTUAL FIRE INSURANCE COMPANY, through the Louisiana
Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

FARMER'S INSURANCE EXCHANGE, through the Louisiana Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

ANPAC LOUISIANA INSURANCE COMPANY, through its agent for service of process:
Howard L. Murphy
Deutsch, Kerrigan & Stiles, LLP
755 Magazine Street
New Orleans, LA 70130

LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY, through its agent for service of process:
Bob Warner, Jr., Ann M. Metrailler or Wynne Jacobs
9516 Airline Highway
Baton Rouge, LA 708

LAFAYETTE INSURANCE COMPANY, through the Louisiana Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

AUDUBON INSURANCE COMPANY, through its agent for service of process:
Darrell W. Alligood or John A. Cerami
4150 South Sherwood Forest Boulevard
Baton Rouge, LA 70816

FIREMAN'S FUND INSURANCE COMPANY OF LOUISIANA, through the Louisiana Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

CLARENDON NATIONAL INSURANCE COMPANY, through the Louisiana Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

CHUBB CUSTOM INSURANCE COMPANY, through the Louisiana Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA, through the Louisiana Secretary of State,
8549 United Plaza Blvd.
Baton Rouge, LA 70809

Form C 1002 (Mail Service)

LADYS CHEHARDY ET AL
vs
LOUISIANA INSURANCE COM. J. ROBERT WOOLEY, ET AL
Plaintiff
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

O: Louisiana Insurance Commissioner J. Robert Wooley
1702 N. Third Street
Baton Rouge, LA 70802

YOU HAVE BEEN SUED.

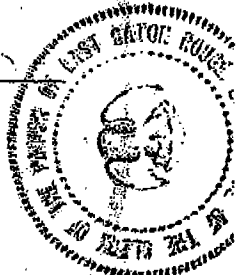
Attached to this citation is a certified copy of the petition. * The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH J. CKERNAN for litigant GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 16th day of September, 2005.

By: [Signature]
Deputy Clerk of Court for
Doug Walborn, Clerk of Court



* Also attached are the following documents:

SERVICE INFORMATION

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____
at _____

DOMICILIARY SERVICE: on the within named _____, by leaving the same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in said domicile
at _____

SECRETARY OF STATE: by tendering same to the within named, by handing same to _____

TRUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone equally authorized to represent him.

RETURNED: Parish of _____, this _____ day of _____, 20____.

SERVICE: \$ _____
MILEAGE: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

Form C 002

LADYS CHEHARDY ET AL
vs
Plaintiff
LOUISIANA INSURANCE CO. J. ROBERT WOOLEY, ET AL
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

O: State Farm Fire and Casualty Company
through the Secretary of State

YOU HAVE BEEN SUED.

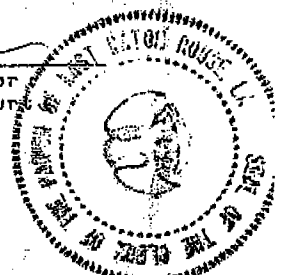
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By: *[Signature]*
Deputy Clerk of Court for
Doug Welborn, Clerk of Court



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SECRETARY OF STATE: by tendering same to the within named, by handing same to _____

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of _____, this _____ day of _____, 20____

SERVICE: \$ _____
FILEAGE: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

orm C 002

LADYS CHEHARDY ET AL
vs
Plaintiff
LOUISIANA INSURANCE CO. V. ROBERT WOOLEY, ET AL
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

D: Allstate Insurance Company
through the Secretary of State

YOU HAVE BEEN SUED.

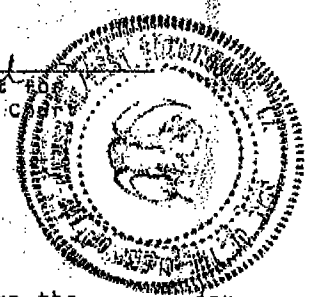
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Deputy Clerk of Court
Doug Welborn, Clerk of Court



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RETURNED: Parish of _____, this _____ day of _____, 20____.

SERVICE: \$ _____
TRAVEL: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

Form C 002

GLADYS CHEHARDY ET AL
vs
LOUISIANA INSURANCE CO. J. ROBERT WOOLEY, ET AL
Plaintiff
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

TO: Allstate Indemnity Company
through the Secretary of State

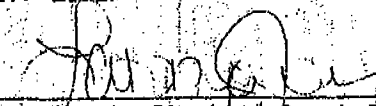
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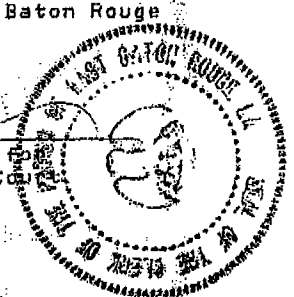
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By 
Deputy Clerk of Court
Doug Welborn, Clerk of Court



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RETURNED: Parish of _____, this _____ day of _____, 20____.

SERVICE: \$ _____
MILEAGE: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

509190287004

Form C 1002 (Mail Service)

GLADYS CHEHARDY ET AL
vs
LOUISIANA INSURANCE CO. J. ROBERT WOOLEY, ET AL
Plaintiff
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

TO: Louisiana Farm Bureau Mutual Insurance Company
through its agent:
Bob Warner, Jr., Ann M. Metrailler or Wynne Jacobs
7516 Airline Highway
Baton Rouge, LA 70815

YOU HAVE BEEN SUED.

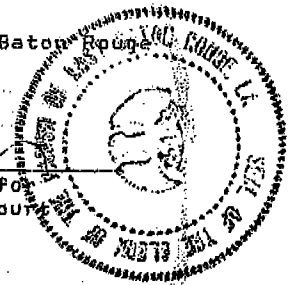
Attached to this citation is a certified copy of the petition. * The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH J. ICKERNAN for litigant GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 14th day of September, 2005.

By *[Signature]*
Deputy Clerk of Court for
Doug Welborn, Clerk of Court



* Also attached are the following documents:

SERVICE INFORMATION

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____ at _____

DOMICILIARY SERVICE: on the within named _____, by leaving the same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in said domicile at _____

SECRETARY OF STATE: by tendering same to the within named, by handing same to _____

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of _____, this _____ day of _____, 20____

SERVICE: \$ _____
FILEAGE: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

Form C 002

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

GLADYS CHEHARDY ET AL
vs Plaintiff
LOUISIANA INSURANCE CO. J. ROBERT WOOLEY, ET AL
Defendant

TO: The Standard Fire Insurance Company
through the Secretary of State

YOU HAVE BEEN SUED.

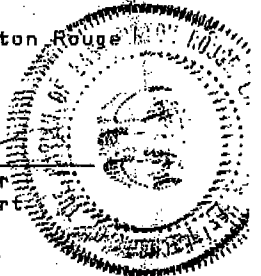
Attached to this citation is a certified copy of the petition.* The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH J MCKERNAN on behalf of GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 16th day of September, 2005.

By [Signature]
Deputy Clerk of Court for
Doug Welborn, Clerk of Court



* Also attached are the following documents:

SERVICE INFORMATION

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served the above named party as follows:

PERSONAL SERVICE on the party herein named _____ at _____

DOMICILIARY SERVICE: on the within named _____, by leaving the same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in said domicile at _____

SECRETARY OF STATE: by tendering same to the within named, by handing same to _____

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of _____, this _____ day of _____, 20____.

SERVICE: \$ _____
MILEAGE: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

Form C 002

GLADYS CHEHARDY ET AL vs PLAINTIFF
LOUISIANA INSURANCE COM. J. ROBERT WOOLEY, ET AL DEFENDANT

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

TO: Liberty Mutual Fire Insurance Company
through the Secretary of State

YOU HAVE BEEN SUED.

Attached to this citation is a certified copy of the petition. * The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH J MCKERNAN on behalf of GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 16th day of September, 2005.

By [Signature] Deputy Clerk of Court for Doug Welborn, Clerk of Court

* Also attached are the following documents:

SERVICE INFORMATION

Received on the ___ day of ___, 20___ and on the ___ day of ___, 20___, served the above named party as follows:

PERSONAL SERVICE: on the party herein named at ___

DOMICILIARY SERVICE: on the within named ___ by leaving the same at his domicile in this parish in the hands of ___ a person of suitable age and discretion residing in said domicile at ___

SECRETARY OF STATE: by tendering same to the within named, by handing same to ___

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named ___ at his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of ___, this ___ day of ___, 20___.

SERVICE: \$
MILEAGE: \$
TOTAL: \$

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

orm C 002

GLADYS CHEHARDY ET AL
vs
LOUISIANA INSURANCE CO., J. ROBERT WOOLEY, ET AL
Plaintiff
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

By: Farmer's Insurance Exchange
through the Secretary of State

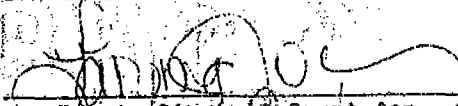
YOU HAVE BEEN SUED.

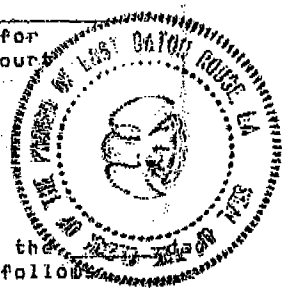
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If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH MCKERNAN on behalf of GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 16th day of September, 2005.

By: 
Deputy Clerk of Court for
Doug Welborn, Clerk of Court



* Also attached are the following documents:

SERVICE INFORMATION

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____ at _____

DOMICILIARY SERVICE: on the within named _____, by leaving the same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in said domicile at _____

SECRETARY OF STATE: by tendering same to the within named, by handing same to _____

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of _____, this _____ day of _____, 20____.

SERVICE: \$ _____
MILEAGE: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

CITATION

rn C 1002 (Mail Service)

ADYS CHEHARDY ET AL
vs
Plaintiff
UISIANA INSURANCE CO. J. ROBERT WOOLEY, ET AL
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

ANPAC Louisiana Insurance Company
through its agent for service: Howard L. Murphy
Deutsch, Kerrigan & Stiles, LLP
755 Magazine Street
New Orleans, LA 70130

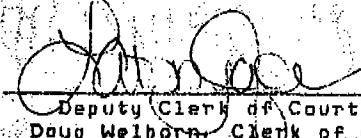
YOU HAVE BEEN SUED.

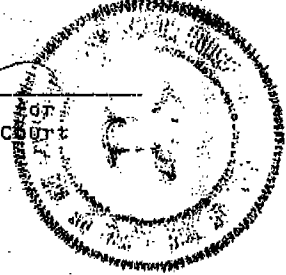
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You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH J. KERNAN for litigant GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 15th day of September, 2005.

By: 
Deputy Clerk of Court for
Doug Welborn, Clerk of Court



* Also attached are the following documents:

SERVICE INFORMATION

ceived on the _____ day of _____, 20____ and on the _____ day
_____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____

EXEMPT SERVICE: on the within named _____, by leaving the
same at his domicile in this parish in the hands of _____, a person
of suitable age and discretion residing in said domicile.

SECRETARY OF STATE: by tendering same to the within named, by handing same

SEARCHED AND DILIGENT: After diligent search and inquiry, was unable to find the
within named _____ or his domicile, or anyone
legally authorized to represent him.

RETURNED: Parish of _____, this _____ day
_____, 20____.

FEES: \$ _____
DEPOSIT: \$ _____
TOTAL: \$ _____
Deputy Sheriff
Parish of East Baton Rouge, Louisiana

rm C 1002 (Mail Service)

ADYS CHEHARDY ET AL vs Plaintiff
LOUISIANA INSURANCE CO. J. ROBERT WOOLEY, ET AL Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

Louisiana Farm Bureau Casualty Insurance Company
through its agent:
Bob Warner, Jr., Ann M. Mettrailer or Wynne Jacobs
9516 Airline Highway
Baton Rouge, LA 70815

YOU HAVE BEEN SUED.

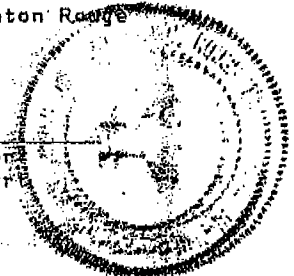
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You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH J KERNAN for litigant GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 16th day of September, 2005.

By: *[Signature]*
Deputy Clerk of Court for
Doug Welborn, Clerk of Court



* Also attached are the following documents:

SERVICE INFORMATION

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____

AUXILIARY SERVICE: on the within named _____, by leaving the same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in said domicile

SECRETARY OF STATE: by tendering same to the within named, by handing same _____

SEARCH AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of _____, this _____ day of _____, 20____.

SERVICE: \$ _____
FEE: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

rm C 002

ADYS CHEHARDY ET AL vs Plaintiff
LOUISIANA INSURANCE CO. J. ROBERT WOODLEY, ET AL Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

Lafayette Insurance Company
through the Secretary of State

YOU HAVE BEEN SUED.

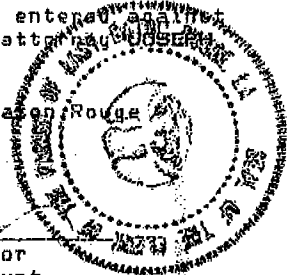
Attached to this citation is a certified copy of the petition. * The citation tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH MCKERNAN on behalf of GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 16th day of September, 2005.

By: [Signature] Deputy Clerk of Court for
Doug Welborn, Clerk of Court



* Also attached are the following documents:

SERVICE INFORMATION

received on the ___ day of ___, 20___ and on the ___ day of ___, 20___, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____

AUXILIARY SERVICE: on the within named _____, by leaving the same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in said domicile

SECRETARY OF STATE: by tendering same to the within named, by handing same _____

SEARCH AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of _____, this ___ day of ___, 20___

FEES: \$ _____
SERVICES: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

m C 002

DYS CHEARDY ET AL
vs Plaintiff
ISIANA INSURANCE CO. V. ROBERT WOOLEY, ET AL
Defendant

No: C 534451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

Fireman's Fund Insurance Company of Louisiana
through the Secretary of State

YOU HAVE BEEN SUED.

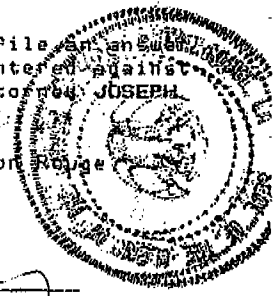
Attached to this citation is a certified copy of the petition.* The
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You must EITHER do what the petition asks OR, within fifteen (15) days
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lding, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer
legal pleading within fifteen (15) days, a judgment may be entered against
without further notice. This citation was requested by attorney JOSEPH
CKERNAN on behalf of GLADYS CHEARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge
ish, on the 15th day of September, 2005.

By: [Signature]
Deputy Clerk of Court for
Doug Welborn, Clerk of Court



Also attached are the following documents:

SERVICE INFORMATION

eived on the _____ day of _____, 20____ and on the _____ day
_____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____

EXTRAJUDICIAL SERVICE: on the within named _____, by leaving
same at his domicile in this parish in the hands of _____, a
son of suitable age and discretion residing in said domicile

DEPUTY OF STATE: by tendering same to the within named, by handing same

SEARCH AND DILIGENT: After diligent search and inquiry, was unable to find the
him named _____ or his domicile, or anyone
ally authorized to represent him.

RETURNED: Parish of _____, this _____ day
_____, 20____

COPIES: \$ _____
FEES: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

m C 002

GLADYS CHEHARDY ET AL
vs Plaintiff
LOUISIANA INSURANCE COM. J. ROBERT WOOLEY, ET AL
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

Clarendon National Insurance Company
through the Secretary of State

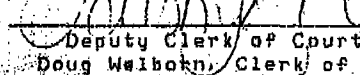
YOU HAVE BEEN SUED.

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You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH MCKERNAN on behalf of GLADYS CHEHARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish, on the 16th day of September, 2005.

By: 
Deputy Clerk of Court for
Doug Welborn, Clerk of Court



* Also attached are the following documents:

SERVICE INFORMATION

Served on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____

EXTRAJUDICIAL SERVICE: on the within named _____, by leaving same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in said domicile _____

SECRETARY OF STATE: by tendering same to the within named, by handing same _____

SEARCHED AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of _____, this _____ day of _____, 20____

FEES: \$ _____
DELEGATION: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

m C 002

DYS CHEARDY ET AL
vs Plaintiff
ISIANA INSURANCE COM. J. ROBERT WOOLEY, ET AL
Defendant

No: C 536451 Div: 24
17th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

Chubb Custom Insurance Company
through the Secretary of State

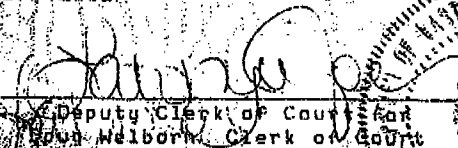
YOU HAVE BEEN SUED.

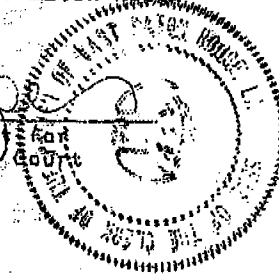
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You must EITHER do what the petition asks OR, within fifteen (15) days
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lding, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer
legal pleading within fifteen (15) days, a judgment may be entered against
without further notice. This citation was requested by attorney JOSEPH
CKERNAN on behalf of GLADYS CHEARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge
ish, on the 15th day of September, 2005.

By: 
Deputy Clerk of Court for
David Welborn, Clerk of Court



Also attached are the following documents:

SERVICE INFORMATION

ceived on the _____ day of _____, 20____ and on the _____ day
_____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____

COERCIBLE SERVICE: on the within named _____, by leaving
same at his domicile in this parish in the hands of _____, a
son of suitable age and discretion residing in said domicile

RETURN TO STATE: by tendering same to the within named, by handing same

SEARCH AND DILIGENT: After diligent search and inquiry, was unable to find the
him named _____ or his domicile, or anyone
ally authorized to represent him.

RETURNED: Parish of _____, this _____ day
_____, 20____.

FEES: \$ _____
SHERRIFF: \$ _____
NOTARIAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

CITATION

m C 002

DYS CHEARDY ET AL
vs Plaintiff
LOUISIANA INSURANCE CO. J. ROBERT WOODLEY, ET AL
Defendant

No: C 536451 Div: 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

National Union Fire Insurance Company of Louisiana
through the Secretary of State

YOU HAVE BEEN SUED.

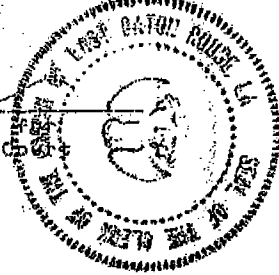
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You must EITHER do what the petition asks OR, within fifteen (15) days
after you have received these documents, you must file an answer or other
legal pleadings in the office of the Clerk of this Court at the Governmental
Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer
or legal pleading within fifteen (15) days, a judgment may be entered against
you without further notice. This citation was requested by attorney JOSEPH
WICKERNAN on behalf of GLADYS CHEARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge
Parish, on the 16th day of September, 2005.

By: Doug Welborn
Deputy Clerk of Court
Doug Welborn, Clerk of Court



Also attached are the following documents:

SERVICE INFORMATION

Received on the _____ day of _____, 20____ and on the _____ day
of _____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____

AUXILIARY SERVICE: on the within named _____, by leaving
same at his domicile in this parish in the hands of _____, a
person of suitable age and discretion residing in said domicile

SECRETARY OF STATE: by tendering same to the within named, by handing same
to _____

SEARCH AND DILIGENT: After diligent search and inquiry, was unable to find the
within named _____ or his domicile, or anyone
legally authorized to represent him.

RETURNED: Parish of _____, this _____ day
of _____, 20____.

RECEIVED: \$ _____
DEPOSED: \$ _____
LEGAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge, Louisiana

DOUG WELBORN
CLERK OF COURT
19th JUDICIAL DISTRICT COURT
Parish Of East Baton Rouge
P. O. Box 1991
Baton Rouge, Louisiana 70821-1991
Phone (225) 389-3967
Fax (225) 389-3392

September 16, 2005 Regarding Case Number: C 536451 Div: 24

Orleans Parish Sheriff's Office
421 Loyola Avenue
New Orleans, LA 70112-1108
PHONE: (504) 523-6143

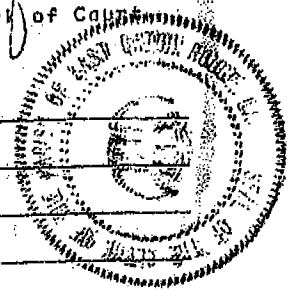
We are enclosing herein Citation and Petition in the above numbered suit to be served as indicated herein.
Please make your returns on the duplicate(s) enclosed, and find our check enclosed for payment of service.

Thank You,

[Signature]
Deputy Clerk of Court for
Doug Welborn, Clerk of Court

Date: _____

cc: _____



RECEIVED

SEP 17 2005

CLERK OF COURT

MCKERNAN LAW FIRM

A Professional Limited Liability Company

ATTORNEYS

JOSEPH J. "JERRY" MCKERNAN*†‡
GORDON J. MCKERNAN*
THOMAS L. WALKER
JOHN H. SMITH‡
SCOTT E. BRADY
CHET G. BOUDREAUX‡
DERRICK M. WHITTINGTON

8710 Jefferson Highway
Baton Rouge, Louisiana 70809
Telephone (225) 926-1234
Fax (225) 926-1202
e-mail: email@mckernanlawfirm.com

September 16, 2005

POSTED
SEP 16 2005
[Handwritten signature]

VIA HAND DELIVERY
19th Judicial District Court
Attn.: Suit Accounting

RE: Gladys Chehardy, et al v. Louisiana Insurance Commissioner, J. Robert Wooley,
et al; Suit No.536451; Div. 24; 19th Judicial District Court; Parish of East Baton
Rouge, State of Louisiana

COST OK Amt. 1,025
32291
SEP 16 2005

Dear Sir or Madame:

BY BM
BY CLERK OF COURT

Please find enclosed a check in the amount of \$1,025.00 as payment of additional costs required to file the suit in the above captioned matter. If you have any questions, please do not hesitate to contact my office.

Sincerely yours,

McKernan Law Firm

[Handwritten signature: Jaci Gaspard]
Jaci Gaspard
Assistant to Jerry McKernan

/s/

*Above Licensed in Louisiana and Texas
‡Above Licensed in Louisiana and Mississippi
† Board Certified - Civil Trial Law - National Board of Trial Advocacy
‡ Board Certified - American Board of Trial Advocacy
‡ Fellow, International Academy of Trial Lawyers

w/c 002

GYS CHEARDY ET AL
vs
LSIANA INSURANCE CO. J. ROBERT WOODLEY ET AL

No. C 536451 Div. 24
19th JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

FILED

SEP 26 2005

Robert Woodley
DEPUTY CLERK OF COURT

Liberty Mutual Fire Insurance Company
through the Secretary of State

YOU HAVE BEEN SUED

Attached to this citation is a certified copy of the petition. * The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within fifteen (15) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Governmental Building, 222 St. Louis Street, Baton Rouge, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within fifteen (15) days, a judgment may be entered against you without further notice. This citation was requested by attorney JOSEPH CKERNAN on behalf of GLADYS CHEARDY ET AL.

This citation was issued by the Clerk of Court for East Baton Rouge Parish on the 16th day of September, 2005.

By *[Signature]*
Deputy Clerk of Court for
East Baton Rouge Parish, Louisiana

Also attached are the following documents:

SERVICE INFORMATION

Served on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served the above named party as follows:

PERSONAL SERVICE: on the party herein named _____

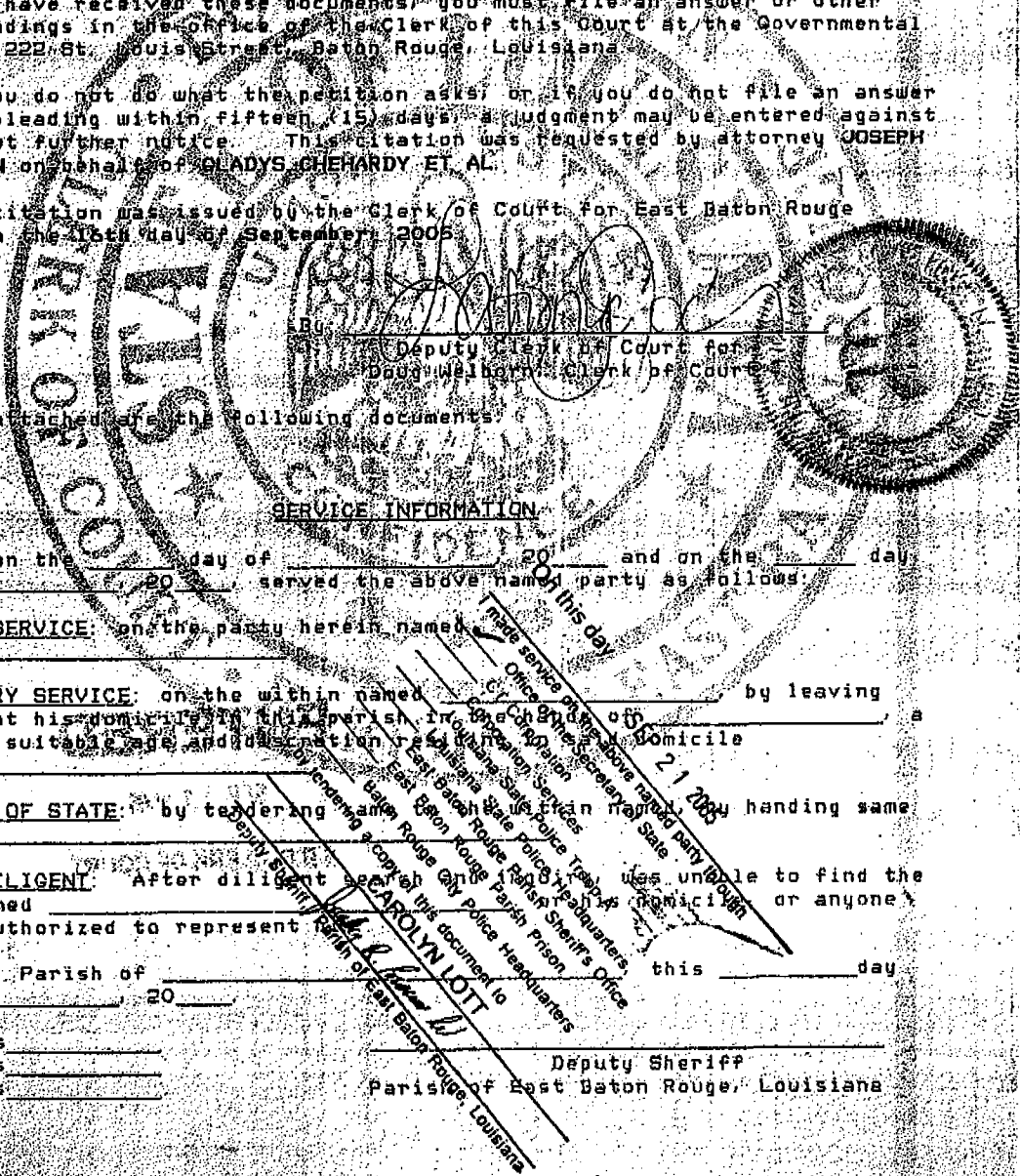
QUASI-JUDICIAL SERVICE: on the _____ within named _____ by leaving same at his home in _____ Parish, Louisiana, at _____, a person of suitable age and discretion residing at _____ Domicile _____

SECRETARY OF STATE: by tendering same to _____ handling same _____

SEARCH AND DILIGENT: After diligent search _____ was unable to find the person named _____ at _____ Domicile _____ or anyone legally authorized to represent said party.

RETURNED: Parish of _____ this _____ day of _____, 20____

FEES:
SERVICE \$ _____
SEARCH \$ _____
TOTAL \$ _____
Deputy Sheriff
Parish of East Baton Rouge, Louisiana



AROLYN LOTT
Deputy Sheriff
Parish of East Baton Rouge, Louisiana