

II

- 4.) **NEW YORK MARINE & GENERAL INSURANCE COMPANY**, a foreign insurance corporation, authorized to do and doing, or engaging in, business activity in the State of Louisiana and within the geographical reaches of this Honorable Court, which at all times pertinent had in full force and effect a policy of primary liability insurance providing general liability and pollution coverage to defendant, Lafarge North America, Inc., wherefore said insurer is jointly liable with its insured, and the other defendants, in the premises.
- 5.) **AMERICAN HOME ASSURANCE COMPANY**, a foreign insurance corporation, authorized to do and doing, or engaging in, business activity in the State of Louisiana and within the geographical reaches of this Honorable Court, which at all times pertinent had in full force and effect a policy of excess liability insurance providing general liability and pollution coverage to defendant, Lafarge North America, Inc., wherefore said insurer is jointly liable with its insured, and the other defendants, in the premises.
- 6.) **INTERNATIONAL MARINE UNDERWRITERS**, a foreign insurance corporation, authorized to do and doing, or engaging in, business activity in the State of Louisiana and within the geographical reaches of this Honorable Court, which at

all times pertinent had in full force and effect a policy of excess liability insurance providing general liability and pollution coverage to defendant, Lafarge North America, Inc., wherefore said insurer is jointly liable with its insured, and the other defendants, in the premises.

7.) **AMERICAN OWNERS MUTUAL PROTECTION AND INDEMNITY**

ASSOCIATION, a foreign insurance corporation, authorized to do and doing, or engaging in, business activity in the State of Louisiana and within the geographical reaches of this Honorable Court, which at all times pertinent had in full force and effect a policy of excess liability insurance providing general liability and pollution coverage to defendant, Lafarge North America, Inc., wherefore said insurer is jointly liable with its insured, and the other defendants, in the premises."

II.

By amending paragraph IX. by adding an additional subparagraph to be numbered subparagraph 7., which shall add the following additional element of damage caused by the joint and concurrent negligence of defendants, to wit:

" 7. The permanent and irreparable pollution of the property of the

named plaintiff and members of the class by the negligence of defendants in breaching the east side wall of the Industrial Canal with the barge under their supervision, management, control, and responsibility, thereby unleashing vast amounts of pollution in the Ninth Ward, New Orleans East, and St. Bernard Parish including millions of gallons of raw sewerage, industrial waste, petrochemicals, and other dangerous materials which pose a grave threat to human health and the environment. The release of these wastes and hazardous materials has rendered the plaintiff's and class members' property uninhabitable and unsafe, without a multi-billion dollar clean-up and decontamination program, all to the damage of the named plaintiff and the class."

WHEREFORE, plaintiff prays for leave to file the within second supplemental and amended petition and that the newly added defendants be served with the original, first supplemental and the within second supplemental and amended petitions and duly cited to appear and answer same and, after the legal delays, and due proceedings had, for judgment against the newly added defendants and the original defendants jointly, and in solido, as originally prayed and amended herein.

RESPECTFULLY SUBMITTED,



LAWRENCE D. WIEDEMANN, (13457)

KARL WIEDEMANN, (18502)

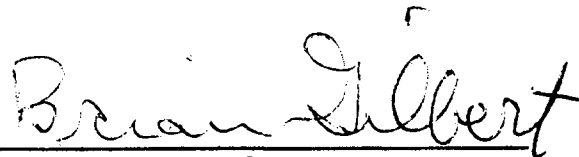
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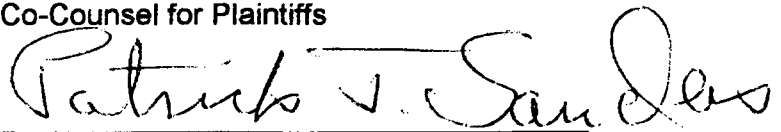
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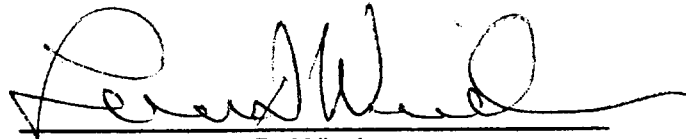
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon all counsel of record via U. S. Mail, postage prepaid, this 6th day of February, 2006.

A handwritten signature in black ink, appearing to read "Lawrence D. Wiedemann", written over a horizontal line.

Lawrence D. Wiedemann