

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

CONTINENTAL CASUALTY
COMPANY,

Plaintiff,

vs.

GAUTHIER, HOUGHTALING &
WILLIAMS, LLP; JOHN W.
HOUGHTALING, II; SPYRIDON C.
CONTOGOURIS; and STEPHEN A.
BALDWIN,

Defendants.

Civil Action No.:

CONTINENTAL CASUALTY COMPANY'S COMPLAINT FOR
DECLARATORY JUDGMENT

Plaintiff Continental Casualty Company ("Continental"), for its Complaint for Declaratory Judgment, alleges on knowledge, information and belief as follows:

NATURE OF ACTION

1. Continental files this action to obtain a judicial determination and declaration as to the parties' respective rights and obligations under Lawyers Professional Liability Policy No. 268085507 issued by Continental to Gauthier, Houghtaling & Williams, LLP ("GHW"), for the policy period of February 3, 2011 to February 3, 2012 (the "Policy"). A true and correct copy of the Policy, except for the application, is attached hereto as Exhibit A. In particular, Continental seeks a judicial declaration that there is neither coverage for nor a duty to defend GHW and John H. Houghtaling, II ("Houghtaling") under the Policy in connection with a lawsuit captioned *Spyridon C. Contogouris, et al. v. Ocean Therapy Solutions, L.L.C., et al.*, No. 58-703 703 (25th Judicial District Court for the Parish of Plaquemines, State of Louisiana) (the "*Contogouris*

Action”). The *Contogouris* Action is based on and arises out of Houghtaling’s business activities as an officer and controlling shareholder of a non-insured entity, Ocean Therapy Solutions, LLC (“OTS”), and therefore Exclusion F of the Policy precludes coverage for the lawsuit. In addition, to the extent that the *Contogouris* Action is based on or arises out of legal services performed directly or indirectly on behalf of OTS, Exclusion H of the Policy also bars coverage for the lawsuit.

THE PARTIES

2. Plaintiff Continental is a corporation organized and existing under the laws of Illinois, with its principal place of business located in Chicago, Illinois. Continental legally transacts insurance business in Louisiana and within the geographical jurisdiction of the United States District Court for the Eastern District of Louisiana.

3. Defendant Gauthier, Houghtaling & Williams, LLP is a limited liability partnership organized and existing under the laws of Louisiana with its principal place of business in Louisiana. GHW is a citizen of Louisiana and Texas because one or more of its partners are citizens of those states. None of GHW’s partners are citizens of Illinois. GHW is a defendant in the *Contogouris* Action.

4. Defendant John H. Houghtaling, II is a natural person and a citizen of Louisiana. Houghtaling is a partner in GHW and a defendant in the *Contogouris* Action.

5. Defendant Spyridon C. Contogouris (“Contogouris”) is a natural person and a citizen of Louisiana. Contogouris is a plaintiff in the *Contogouris* Action.

6. Defendant Stephen A. Baldwin (“Baldwin”) is a natural person and a citizen of New York. Baldwin is a plaintiff in the *Contogouris* Action.

JURISDICTION AND VENUE

7. This is an action for declaratory judgment pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, and Rule 57 of the Federal Rules of Civil Procedure, for the purpose of determining a question of actual controversy between the parties.

8. This action is currently ripe for adjudication.

9. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 as the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

10. This Court has personal jurisdiction over defendants pursuant to Federal Rule of Civil Procedure 4(k) and La. Rev. Stat. Ann. § 13:3201 as GHW's principal place of business is in Louisiana, Houghtaling and Contogouris are residents of Louisiana and this action arises from, *inter alia*, defendants' transaction of business in Louisiana. Moreover, Contogouris, Houghtaling and Baldwin each have consented to personal jurisdiction in this Court with regard to legal actions and proceedings arising out of, or in any manner relating to the operating agreement for OTS, which agreement is relevant to the instant action. *See* Operating Agreement of OTS, § 9.7 attached as Ex. A to Petition For Damages in the *Contogouris* Action, which is attached as Plaintiff's Ex. A to the First Supplemental and Amending Petition for Damages in the *Contogouris* Action.

11. Venue is proper in this Court pursuant to 28 U.S.C. § 1391. The Policy was issued in this District. GHW maintains its principal place of business in this District. Houghtaling and Contogouris reside in and/or maintain their principal places of business in this District. In addition, a substantial part of the events giving rise to the claims at issue occurred in this District.

FACTUAL ALLEGATIONS

A. The *Contogouris* Action

12. On April 29, 2011, Contogouris and Baldwin filed the *Contogouris* Action against OTS. Thereafter, on June 3, 2011, Contogouris and Baldwin filed an amended petition for damages, naming Houghtaling, GHW and XYZ Insurance Company as additional defendants. *Contogouris* Action, First Supplemental and Amending Petition for Damages (“Amended Petition”), ¶¶ 3A, 3B. A true and correct copy of the Amended Petition is attached hereto as Exhibit B. Contogouris and Baldwin allege that Houghtaling, as an officer and controlling shareholder of OTS, pressured them to sell their interest in OTS and concealed OTS’s business opportunities from them so that Houghtaling and other OTS members could reap the full benefit of these and future OTS business opportunities.

13. Specifically, the Amended Petition alleges that following the April 17, 2010 Deepwater Horizon oil rig explosion and resulting oil spill in the Gulf of Mexico, Contogouris sought to market a centrifuge technology developed by actor Kevin Costner (“Costner”) to British Petroleum (“BP”), which the U.S. Coast Guard had designated as the party responsible for cleaning up the oil spill. Am. Pet. ¶ 8 (Ex. B).

14. On April 26, 2010, Houghtaling purportedly met with Contogouris and Baldwin to discuss the formation of two business partnerships to effectuate the centrifuge technology marketing plan. During the meeting, Houghtaling assertedly drafted and advised Contogouris and Baldwin to execute two joint venture agreements: “The Will to Drill Joint Venture Agreement” and the “OTS Joint Venture Agreement.” *Id.* ¶¶ 9, 11 (Ex. B). According to the Amended Petition, The Will To Drill joint venture would develop, produce, own and distribute a documentary film about the oil industry and the oil spill and that OTS would exclusively market the centrifuge technology to BP. *Id.* ¶¶ 8, 10 (Ex. B).

15. The Amended Petition further asserts that OTS was incorporated on May 13, 2010, and Houghtaling was named its Chief Executive Officer (CEO). *Id.* ¶ 12-13 (Ex. B). OTS's initial members and their ownership interests were as follows: Contogouris, 28%; Houghtaling, 21.5%; Westpac Resources, LLC ("Westpac"), a company owned by Patrick Smith ("Smith") and Costner, 20%; Frank Levy ("Levy"), 15.5%; Baldwin, 10%; and Francisco Valobra, 5% of OTS. *Id.* ¶13 (Ex. B).

16. Shortly after OTS's incorporation, on May 24, 2010, Levy sued Houghtaling regarding The Will To Drill joint venture, claiming that Houghtaling breached his agreement to guarantee Levy's investment in the documentary (the "Levy Action"). *Id.* ¶ 15 (Ex. B). On June 4, 2010, Houghtaling settled the Levy Action, which settlement involved Levy transferring his 15.5% OTS ownership interest to Houghtaling in return for, among other things, a release of Levy's obligations concerning the documentary (the "Levy Settlement"). *Id.* ¶ 16 (Ex. B). According to the Amended Petition, Contogouris and Baldwin were unaware of the negotiations leading up to and the terms of the Levy Settlement. *Id.* ¶ 17 (Ex. B).

17. The Amended Petition contends that when Contogouris and Baldwin learned of the Levy Settlement, they notified Houghtaling that the transfer of Levy's interest in OTS was improperly effected and violated the OTS operating agreement and that Houghtaling breached his fiduciary obligations as the CEO and a member of OTS by executing the transfer. *Id.* ¶ 18 (Ex. B).

18. According to the Amended Petition, during the same time Houghtaling and Levy were in settlement discussions, Houghtaling told Contogouris and Baldwin that a \$1.4 million cash call was needed to fund OTS but he was unable to explain the reason for the cash call. *Id.* ¶ 19 (Ex. B). The Amended Petition maintains that Houghtaling made the request to pressure

Contogouris and Baldwin to sell their interests in OTS because unbeknownst to them Houghtaling had received a verbal commitment from BP to purchase \$52 million worth of centrifuge units from OTS. *Id.* at ¶¶ 19-20 (Ex. B).

19. According to the Amended Petition, on June 11, 2010, Contogouris and Baldwin agreed to transfer their interest in OTS to Smith for \$1.9 million and the next day BP issued a purchase order to OTS for \$52 million of units. *Id.* ¶¶ 21-22 (Ex. B).

20. The Amended Petition contends that on or about June 16, 2010, BP's \$18 million advance deposit for the units "was wired to an unauthorized account created by Costner, Smith, Houghtaling or others." *Id.* ¶ 22 (Ex. B). According to the Amended Petition, "[u]pon receipt of the funds, and at the direction of Houghtaling as CEO of OTS, OTS made an immediate multi-million dollar distribution to Houghtaling, Westpac and Valobra." *Id.* (Ex. B). Contogouris and Baldwin did not receive their share of the distribution even though they claim they were still members of OTS at the time of the distribution since they did not receive the full \$1.9 million from Smith until June 18, 2010. *Id.* ¶¶ 22-23 (Ex. B).

21. According to the Amended Petition, Contogouris and Baldwin did not learn of the multi-million dollar distribution until several weeks later in July 2010. *Id.* ¶ 22 (Ex. B).

22. Based on these allegations, the Amended Petition asserts causes of action: (1) against OTS for payment of dividends and distributions they were authorized to receive as 38% owners of OTS; (2) against OTS for commissions owed to Contogouris for his role in marketing and selling centrifuge units on behalf of OTS; (3) against Houghtaling for legal malpractice in his capacity as a lawyer for Contogouris and Baldwin; (4) against GHW for legal malpractice based on Houghtaling's alleged representation of Contogouris and Baldwin; (5) against Houghtaling for breach of fiduciary duties in his capacity as a member and as CEO of

OTS; (6) against Houghtaling, OTS and GHW for conversion of Contogouris' and Baldwin's interests in OTS; (7) against Houghtaling, OTS and GHW for detrimental reliance due to Contogouris' and Baldwin's reliance "on the representation of Houghtaling as their attorney, as a member of GHW and as CEO of OTS"; (8) against Houghtaling, OTS and GHW for negligent conspiracy; (9) against Houghtaling, OTS and GHW for abuse of rights; and (10) against Houghtaling, OTS and GHW for abuse of process. *Id.* ¶¶ 25–40 (Ex. B).

23. On June 8, 2011, GHW forwarded the Amended Petition in the *Contogouris* Action to Continental seeking coverage for the lawsuit under the Policy.

24. By letter dated June 16, 2011, Continental informed GHW that there was no coverage for the *Contogouris* Action under the Policy based on Exclusions F and H of the Policy. A true and correct copy of the June 16, 2011 letter is attached hereto as Exhibit C.

B. The Policy

25. Continental issued the Policy to GHW for the claims made and reported policy period of February 3, 2011 to February 3, 2012. *See* Policy, Declarations Page (Ex. A).

26. The Policy provides limits of liability of \$5 million for each claim and \$5 million in the aggregate, exclusive of claim expenses. *See* Policy, Declarations Page (Ex. A); *id.*, Endorsement G-118014-A17. The Policy also has a deductible of \$25,000 for each claim, which is inclusive of claim expenses.

27. Subject to all of its terms and conditions, the Policy provides that Continental will pay on behalf of its Insureds:

all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** because of a **claim** that is both first made against the **Insured** and reported in writing to the **Company** during the **policy period** by reason of an act or omission in the performance of **legal services** by the **Insured** or by any person for whom the **Insured** is legally liable

See Policy, Section I.A (Ex. A).¹

28. The Policy defines “claim” as “a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services arising out of an act or omission, including **personal injury**, in the rendering of or failure to render **legal services**.” *See* Policy, Section I.A (Ex. A).

29. The Policy defines the term “legal services” in relevant part to mean:

1. those services, including pro bono services, performed by an **Insured** for others as a lawyer, arbitrator, mediator, title agent or other neutral fact finder or as a notary public. Any title agency or company, on whose behalf the **Insured** acts as title agent or designated issuing attorney, is not an **Insured** under this Policy;
2. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity and any investment advice given in connection with such services.

See Policy, Section III. (Ex. A).

30. The Policy defines “Damages” as “judgments, awards and settlements (including pre-judgment interest), provided any settlements negotiated with the assistance and approval of the **Company**,” but also provides that:

Damages do not include:

1. legal fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
2. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule,

¹ All terms in bold print appear in bold print in the Policy.

including but not limited to awards under 18 U.S.C. §1961, et. seq., Federal Rules of Civil Procedure 11 or 28 U.S.C. §1927 and state statutes, regulations, rules or law so providing, and injuries that are a consequence of any of the foregoing;

3. punitive or exemplary amounts;
4. the multiplied portion of multiplied awards;
5. injunctive or declaratory relief;
6. amounts for which the **Insured** is absolved from payment by reason of any covenant, agreement or court order.

See Policy, Section III. (Ex. A). By endorsement, the exclusion for punitive or exemplary amounts from the definition of damages is deleted, but only where the law applicable to the **claim** mandates such coverage. *See* Policy, Endorsement 8 (Ex. A).

31. The Policy does not apply:

to any **claim** based on or arising out of an **Insured's** capacity as . . . a former, existing or prospective officer, director, shareholders, partner, manager, member, or trustee of any entity including pension, welfare, profit-sharing, mutual or investment fund or trust, if such entity is not named in the Declarations[.]

See Policy, Section IV.F (Ex. A) ("Exclusion F").

32. The Policy also does not apply:

to any **claim** based on or arising out of **legal services** performed, directly or indirectly, for any entity not named in the Declarations, if at the time of the act or omission giving rise to the **claim**, the percentage of ownership interest, direct or indirect, in such entity by any **Insured**, or an accumulation of **Insureds**, exceeded 10%.

See Policy, Section IV.H (Ex. A) ("Exclusion H").

33. In addition, the Policy does not apply:

to any **claim** based on or arising out of any dishonest, fraudulent, criminal or malicious act or omission by an **Insured** except that:

1. this exclusion shall not apply to **personal injury**;
2. the **Company** shall provide the **Insured** with a defense of such **claim** unless or until the dishonest, fraudulent, criminal, malicious or intentional act or omission has been

determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the **Company's** rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**[.]

3. this exclusion will not apply to any **Insured** who is not found to have personally committed the dishonest, fraudulent, criminal, malicious or intentional act or omission by any trial verdict, court ruling, or regulatory ruling.

See Policy, Section IV.A (Ex. A).

34. The Policy further does not apply:

to any **claim** based on or arising out of an **Insured's** alleged liability under any oral or written contract or agreement, unless such liability would have attached to any **Insured** in the absence of such agreement.

See Policy, Section IV.A (Ex. A).

CONTROVERSY AND RIPENESS

35. GHW and Houghtaling have requested that Continental provide it with a defense in the *Contogouris* Action.

36. By letter dated June 16, 2011, Continental denied coverage for and any duty to defend GHW and Houghtaling in *Contogouris* Action based on Exclusions F and H of the Policy.

37. GHW and Houghtaling dispute Continental's coverage position.

38. The coverage issues at issue in this Action will directly govern Continental's defense obligations, if any, under the Policy with respect to the *Contogouris* Action. This matter is therefore ripe for adjudication.

COUNT I

**For a Declaration That Coverage for the *Contogouris* Action
Is Barred by Exclusion F**

39. Continental realleges and incorporates by reference the allegations in Paragraphs 1 through 38 of this Complaint.

40. Exclusion F bars coverage for

any **claim** based on or arising out of an **Insured's** capacity as . . . a former, existing or prospective officer, director, shareholders, partner, manager, member, or trustee of any entity including pension, welfare, profit-sharing, mutual or investment fund or trust, if such entity is not named in the Declarations[.]

See Policy, Section IV.F (Ex. A).

41. Houghtaling is an **Insured** under the Policy. Policy, Section III (Ex. A).

42. The Amended Petition alleges that Houghtaling owned 21.5% of OTS on or about the date of its incorporation on May 13, 2010 and that Houghtaling increased his ownership interest in OTS to 37% on or about June 4, 2010. The plaintiffs also allege that Houghtaling was CEO of OTS.

43. OTS is not an entity named in the Policy Declarations. Policy, Declarations (Ex. A).

44. As set forth above, the Amended Petition concerns actions by Houghtaling in his capacity as CEO and a member of OTS and therefore the *Contogouris* Action is based on and arises out of Houghtaling's capacity as an officer and a member. Accordingly, Exclusion F bars coverage for the *Contogouris* Action.

45. By reason of the foregoing, Continental thus is entitled to a judgment declaring that Exclusion F bars coverage for the *Contogouris* Action.

COUNT II

**For a Declaration That Coverage for the *Contogouris* Action
Is Barred to the Extent Exclusion H Applies**

46. Continental realleges and incorporates by reference the allegations in Paragraphs 1 through 45 of this Complaint.

47. Exclusion H bars coverage for

any **claim** based on or arising out of **legal services** performed, directly or indirectly, for any entity not named in the Declarations, if at the time of the act or omission giving rise to the **claim**, the percentage of ownership interest, direct or indirect, in such entity by any **Insured**, or an accumulation of **Insureds**, exceeded 10%.

See Policy, Section IV.H (Ex. A).

48. Houghtaling is an **Insured** under the Policy. Policy, Section III (Ex. A).

49. The Amended Petition alleges that Houghtaling owned 21.5% of OTS on or about the date of its incorporation on May 13, 2010 and that Houghtaling increased his ownership interest in OTS to 37% on or about June 4, 2010. It further alleges that Houghtaling was acting as the plaintiffs' attorney-in-fact in connection with the OTS Joint Venture Agreement.

50. As set forth above, the Amended Petition alleges that Houghtaling drafted the joint venture agreements and provided legal advice in connection with the formation of and ongoing business of OTS. Accordingly, Exclusion H bars coverage for the *Contogouris* Action to the extent that it is based on and arises out of legal services performed, directly or indirectly, for OTS at a time when Houghtaling's ownership interest in OTS exceeded 10%.

51. By reason of the foregoing, Continental thus is entitled to a judgment declaring that Policy Section IV.H bars coverage for the *Contogouris* Action to the extent that it is based on and arises out of legal services performed, directly or indirectly, for OTS at a time when Houghtaling's ownership interest in OTS exceeded 10%.

COUNT III

**For a Declaration That Coverage under the Policy for the *Contogouris* Action
Is Limited in Whole or in Part on Other Grounds**

52. Continental realleges and incorporates by reference the allegations in Paragraphs 1 through 51 of this Complaint.

53. Coverage is not available, in whole or in part, for the *Contogouris* Action on the basis of other provisions in the Policy. For example, no coverage is available to the extent that the *Contogouris* Action is not a **claim** for an act or omission “in the rendering of or failure to render **legal services**.” Policy Section III. (definition of **claim**); Policy, Section III. (definition of **legal services**). Similarly, Section I.A requires that a **claim** must be made “by reason of an act or omission in the performance of **legal services** by the **Insured**.” Policy, Section I.A.

Furthermore, no indemnification is available under the Policy to the extent that the *Contogouris* Action is a **claim** “based on or arising out of any dishonest, fraudulent, criminal or malicious act or omission by an **Insured**.” Policy, Section IV.A. The Policy also does not apply “to any **claim** based on or arising out of an **Insured’s** alleged liability under any oral or written contract or agreement, unless such liability would have attached to any **Insured** in the absence of such agreement.” Policy, Section IV.D. In addition, some or all of the amounts that the *Contogouris* Action plaintiffs are seeking are in the form of restitution and, therefore, do not constitute **damages** covered under the Policy. Policy, Section III. (definition of **damages**). Moreover, coverage for restitutionary damages is unavailable as a matter of public policy.

54. Continental has reserved its rights generally in connection with the *Contogouris* Action. Continental continues to reserve its rights to assert any additional limitations or exclusions as appropriate. Moreover, Continental seeks a judgment that coverage for the *Contogouris* Action is limited in whole or in part by the foregoing provisions of the Policy.

WHEREFORE, Continental respectfully requests that the Court enter judgment in its favor and declare that Continental has no obligation to defend or indemnify GHW and Houghtaling in the *Contogouris* Action, and, more specifically:

- (A) Enter judgment that coverage for the *Contogouris* Action is barred by Exclusion F of the Policy;
- (B) Enter judgment that coverage for the *Contogouris* Action is barred to the extent Exclusion H of the Policy applies;
- (C) Enter judgment that coverage for the *Contogouris* Action is limited in whole or in part by other potentially applicable provisions in the Policy;
- (D) Award Continental its costs incurred in this action; and
- (E) Award Continental all other relief to which it may be entitled.

Dated: June 24, 2011

Respectfully submitted,

Of Counsel:

Richard A. Simpson (Trial Attorney)
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(application for *pro hac* admission pending)
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM)

I. (a) PLAINTIFFS
CONTINENTAL CASUALTY COMPANY
(b) County of Residence of First Listed Plaintiff Cook County, IL
(c) Attorney's (Firm Name, Address, and Telephone Number) David S. Daly, Allen & Gooch, 3900 N Causeway Blvd, Suite 1450, Metairie, LA 70002, Telephone: (504) 836-5290

DEFENDANTS
GAUTHIER, HOUGHTALING & WILLIAMS, LLP; JOHN W. HOUGHTALING, II; SPYRIDON C. CONTOGOURIS; and STEPHEN A. BALDWIN,
County of Residence of First Listed Defendant Jefferson Parish, LA
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U S Government Plaintiff
2 U S Government Defendant
3 Federal Question (U S Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT
REAL PROPERTY
TORTS
CIVIL RIGHTS
PRISONER PETITIONS
FORFEITURE/PENALTY
LABOR
IMMIGRATION
BANKRUPTCY
PROPERTY RIGHTS
SOCIAL SECURITY
FEDERAL TAX SUITS
OTHER STATUTES

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332, 28 U.S.C. § 2201
Brief description of cause:
Causes of action for declaratory judgment on insurance policy

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE Martin Leach-Cross Feldman
DOCKET NUMBER Case 2:10-cv-04609-MLCF

DATE 06/24/2011
SIGNATURE OF ATTORNEY OF RECORD /s/ David S. Daly

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A



**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

<u>Agency:</u> 700324	<u>Branch:</u> 912	<u>Policy Number:</u> 268085507	Insurance is provided by Continental Casualty Company, 333 S. Wabash Ave. Chicago IL 60604. A Stock Insurance Company.
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1A. NAMED INSURED AND ADDRESS:

Gauthier, Houghtaling & Williams, LLP
3500 North Hullin Street
Metairie, LA 70002

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

1B. PREDECESSOR FIRM(S): See Declarations Addendum

2. POLICY PERIOD:

Inception: 02/03/2011 <i>at 12:01 A.M. Standard Time at the address shown above</i>	Expiration: 02/03/2012
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3. LIMITS OF LIABILITY:

<i>Exclusive of Claims Expenses</i>	Each Claim: \$5,000,000 Aggregate: \$5,000,000
Death or Disability and Non-Practicing Extended Reporting Period Limit of Liability:	Each Claim: \$1,000,000 Aggregate: \$2,000,000

4. DEDUCTIBLES:

<i>Inclusive of Claims Expenses</i>	Aggregate: \$25,000
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5. POLICY PREMIUM:

Annual Premium:	\$33,680.00
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Total Amount:	\$33,680.00
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Includes CNA Risk Management Seminar Credit if applicable

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 04/2008), G-118012-A17 (Ed. 12/2000), G-118014-A17 (Ed. 12/2000), G-118016-A (Ed. 04/2008), G-118024-A (Ed. 04/2008), G-118029-A (Ed. 04/2008), G-118031-A (Ed. 04/2008), G-118033-A (Ed. 04/2008), G-118039-A17 (Ed. 05/2008), G-118045-AC (Ed. 04/2008), G-118063-A17 (Ed. 07/2009), G-118079-A17 (Ed. 05/2008), G-145184-A (Ed. 06/2003), GSL-11512-XX (Ed. 10/2008), GSL-12439-XX (Ed. 03/2009)

7. WHO TO CONTACT:

To report a claim:
CNA Insurance Companies
333 S. Wabash, 39 South
Chicago, IL 60685

Att: Regional Director, GSL Lawyers Claims
Phone 312-822-6466 Fax 866-419-6308
www.cna.com/claims

Authorized Representative

02/04/2011
Date



**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS ADDENDUM**

Item 1.B. PREDECESSOR FIRM(S):

NONE



CONTINENTAL CASUALTY COMPANY
333 S. Wabash Ave.
Chicago, IL 60604

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 268085507

Name of Each Lawyer

Alanah O. Hebert
Celeste A. Gauthier
Earl G Perry
Edward F Downing, III
Eric J O'Bell
Inemesit U O'Boyle
James C Canady
James M Williams
Jennifer M. Medley
John W Houghtaling, II
Patrick C. McGinnis
Scott A Shaver
Sean F. Greenwood

Named Individual Retroactive Date

09/27/2010
Same as Policy Retroactive/Prior Acts Date
11/01/2005
Same as Policy Retroactive/Prior Acts Date
Same as Policy Retroactive/Prior Acts Date
03/19/2007
05/01/2009
Same as Policy Retroactive/Prior Acts Date
09/14/2009
Same as Policy Retroactive/Prior Acts Date
06/24/2009
01/11/2011
05/17/2010



LAWYERS PROFESSIONAL LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE BOTH FIRST MADE AGAINST AN INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THIS COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

I. INSURING AGREEMENT

A. Coverage

The **Company** agrees to pay on behalf of the **Insured** all sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** and **claim expenses** because of a **claim** that is both first made against the **Insured** and reported in writing to the **Company** during the **policy period** by reason of an act or omission in the performance of **legal services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. no **Insured** gave notice to a **prior insurer** of such **claim** or a **related claim**;
2. no **Insured** gave notice to a **prior insurer** of any such act or omission or **related act or omission**;
3. prior to the date an **Insured** first becomes an **Insured** under this Policy or became an **Insured** under the first policy issued by the **Company** (or its subsidiary or affiliated insurers) to the **Named Insured** or any **predecessor firm**, whichever is earlier, of which this Policy is a renewal or replacement, no such **Insured** had a basis to believe that any such act or omission, or **related act or omission**, might reasonably be expected to be the basis of such **claim**;
4. there is no other policy, whether primary, contributory, excess, contingent or otherwise, which provides insurance to any **Insured** for the **claim** based on or arising out of an act or omission in the performance of **legal services** by such **Insured** or by any person for whom such **Insured** is legally liable while "affiliated" with a firm other than the **Named Insured**. As used herein, "affiliated" includes acting as Of Counsel for a firm other than the **Named Insured**.

B. Defense

The **Company** shall have the right and duty to defend in the **Insured's** name and on the **Insured's** behalf a **claim** covered by this Policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as is deemed necessary by the **Company**. If a **claim** shall be subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured's** rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

C. Settlement

The **Company** shall not settle a **claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement or compromise recommended by the **Company** and acceptable to the claimant, then the **Company's** limit of liability under this Policy shall be reduced to the amount for which the **claim** could have been settled plus all **claim expenses** incurred up to the time the **Company** made its recommendation, which amount shall not exceed the remainder of the limit of liability specified in Section II.A.

D. Exhaustion of limits

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **damages** or **claim expenses** or by any combination thereof or after the **Company** has deposited the remaining available limits of liability into a court of competent jurisdiction. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**.



II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of liability - each **claim**

Subject to paragraph B. below, the limit of liability of the **Company** for **damages** and **claim expenses** for each **claim** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations for each **claim**.

B. Limit of liability - in the aggregate

The limit of liability of the **Company** for **damages** and **claim expenses** for all **claims** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations as the aggregate.

C. Deductible

The deductible amount stated in the Declarations is the total amount of the **Insured's** liability for all **claims** and applies to the payment of **damages** and **claim expenses** for **claims** first made and reported to the **Company** in writing during the **policy period**. The deductible shall be paid by the **Named Insured**, or upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

D. Multiple **insureds, claims** and claimants

The limits of liability shown in the Declarations and subject to the provisions of this Policy is the amount the **Company** will pay as **damages** and **claim expenses** regardless of the number of **Insureds, claims** made or persons or entities making **claims**. If **related claims** are subsequently made against the **Insured** and reported to the **Company**, all such **related claims**, whenever made, shall be considered a single **claim** first made and reported to the **Company** within the **policy period** in which the earliest of the **related claims** was first made and reported to the **Company**.

E. Supplementary payments

Payments made under paragraphs 1 and 2 below will not be subject to the deductible. Such payments are in addition to the limits of liability.

1. Loss of Earnings

The **Company** will reimburse each **Insured** up to \$500.00 for loss of earnings for each day or part of a day of such **Insured's** attendance, at the **Company's** written request, at a trial, hearing or other alternative dispute resolution proceeding, including arbitration proceeding or mediation, involving a **claim** against such **Insured**, but in no event shall the amount payable hereunder exceed \$15,000.00 per **Insured** despite the number of days an **Insured** is in attendance, or the number of trials, hearings or arbitration proceedings that an **Insured** is required to attend. In no event shall the amount payable per **policy period** exceed \$30,000.00 despite the number of **Insureds** hereunder or the number of such proceedings.

2. **Disciplinary Proceedings**

The **Company** will reimburse the **Named Insured** up to \$20,000. for each **Insured** and all **Insureds** in the aggregate, for attorney fees and other reasonable costs, expenses or fees (the "Disciplinary Fees") paid to third parties (other than an **Insured**) resulting from any one **Disciplinary Proceeding** incurred as the result of a notice of such **Disciplinary Proceeding** both first received by the **Insured** and reported in writing to the **Company** either during the **policy period** or within 60 days after termination of the **policy period**, arising out of an act or



omission in the rendering of **legal services** by such **Insured**. Except as set forth below, the amount payable hereunder shall not exceed \$100,000, despite the number of such proceedings.

In the event of a determination of **No Liability** of the **Insured** against whom the **Disciplinary Proceeding** has been brought, the **Company** shall reimburse such **Insured** for Disciplinary Fees, including those in excess of the \$20,000 cap set forth above, up to \$100,000. In no event shall the amount payable hereunder exceed \$100,000 despite the number of **Insureds** hereunder or the number of such proceedings.

F. Risk Management Incentives

1. Mediation

If mediation of a **claim** takes place either without institution of arbitration proceeding or service of suit or within 60 days of the institution of such proceedings or service of suit, and such **claim** is ultimately resolved for an amount acceptable to the **Insured** and the **Company** by the process of mediation, the **Insured's** deductible, applying to the **claim**, will be reduced by 50%. In no event shall the amount of the deductible waived hereunder exceed \$25,000.

2. Subpoena Assistance

In the event the **Insured** receives a subpoena for documents or testimony arising out of **legal services** rendered by the **Insured** and the **Insured** would like the **Company's** assistance in responding to the subpoena, the **Insured** may provide the **Company** with a copy of the subpoena and the **Company** will retain an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the **Insured's** depositions, provided that:

- a. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
- b. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

The **Company** will pay such attorney's legal fees excluding any disbursements. Such fees incurred under this provision are in addition to the limits of liability and are not subject to the deductible. Any notice the **Insured** gives the **Company** of such subpoena shall be deemed notification of a potential **claim** under Section V.A. of this Policy.

G. Pre-claims Assistance

Until the date a **claim** is made, the **Company** may pay for all costs or expenses it incurs, at its sole discretion, as a result of investigating a potential **claim** that the **Insured** reports in accordance with Section V. CONDITIONS, Paragraph A, Notice, subparagraph 2, Notice of Potential **Claim**. Such payments are in addition to the limits of liability and not subject to the deductible.

III. DEFINITIONS

The following defined words shall have the same meaning throughout this **Policy**, whether expressed in the singular or the plural. Wherever appearing in bold print in this Policy:

"Bodily injury" means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; or mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person whether or not resulting from injury to the body, sickness, disease or death of any person.

"Claim" means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services arising out of an act or omission, including **personal injury**, in the rendering of or failure to render **legal services**.

"Claim expenses" mean:



- A. fees charged by attorneys designated by the **Company** or by the **Insured** with the **Company's** written consent; and
- B. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by the **Company**, or by the **Insured** with the written consent of the **Company**, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Company** to apply for or furnish any such bond.
- C. all costs taxed against an **Insured** in defense of a **claim**; and
- D. all interest on the entire amount of any judgment which accrues after entry of the judgment and before the **Company** has paid that part of the judgment which does not exceed the limits of liability stated in Section II A. above.

Claim expenses with respect to a **claim** will be paid first and payment will reduce the amount available to pay **damages**. **Claim expenses** do not include fees, costs or expenses of employees or officers of the **Company**. Nor shall **claim expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.

"**Company**" means the insurance company named in the Declarations.

"**Damages**" mean judgments, awards and settlements (including pre-judgment interest), provided any settlements negotiated with the assistance and approval of the **Company**. **Damages** do not include:

- A. legal fees, costs and expenses paid or incurred or charged by any **Insured**, no matter whether claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;
- B. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule, including but not limited to awards under 18 U.S.C. §1961, et. seq., Federal Rules of Civil Procedure 11 or 28 U.S.C. §1927 and state statutes, regulations, rules or law so providing, and injuries that are a consequence of any of the foregoing;
- C. punitive or exemplary amounts;
- D. the multiplied portion of multiplied awards;
- E. injunctive or declaratory relief;
- F. any amount for which an **Insured** is absolved from payment by reason of any covenant, agreement or court order.

"**Disciplinary Proceeding**" means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **legal services**.

"**Insured**" means the **Named Insured**, **predecessor firm** and the persons or entities described below:

- A. any lawyer, partnership, professional corporation, professional association, limited liability company or limited liability partnership who is or becomes a partner, officer, director, stockholder-employee, associate, manager, member or **employee** of the **Named Insured** during the **policy period** shown in the Declarations;
- B. any lawyer previously affiliated with the **Named Insured** or a **predecessor firm** as a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm** at the time of such affiliation. The term "previously affiliated" as used herein does not include a lawyer who, during the **policy period** and while affiliated with the **Named Insured**: a) voluntarily ceases, permanently and totally, the private practice of law; or b) dies or becomes **totally and permanently disabled**. Such an lawyer will be deemed to be an **Insured** under paragraph A. above;
- C. any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who acts as Of Counsel to the **Named Insured** or any non-employee independent contractor attorney to the **Named Insured**, but only for **legal services** rendered on behalf of the **Named Insured** and only if a fee inured or, in the event of a contingency fee, would have inured, to the **Named Insured**. No fee need inure to the **Named Insured** where eleemosynary (pro bono) **legal services** are rendered by such Of Counsel **Insured** where at the time of retention, there was approval by the appropriate committee or lawyer within the **Named Insured** that the matter would be handled without compensation. Any lawyer, law firm, partnership, professional corporation, professional association, limited liability company or limited liability partnership who acts as Of Counsel to the **Named**



Insured, who previously qualified as an **Insured** under paragraph A. above, but left the full time practice of law to practice exclusively as Of Counsel to the **Named Insured**, will be deemed to be an **Insured** under paragraph A. above;.

- D. any person who is a former or current employee, other than an employed lawyer, of the **Named Insured** or any **predecessor firm**, but solely for services performed by such person within the course and scope of their employment by the **Named Insured** or any **predecessor firm** and provided that the services in dispute are **legal services** of the **Named Insured** or any **predecessor firm**;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this Policy.

"Legal services" mean:

- A. those services, including pro bono services, performed by an **Insured** for others as a lawyer, arbitrator, mediator, title agent or other neutral fact finder or as a notary public. Any title agency or company, on whose behalf the **Insured** acts as title agent or designated issuing attorney, is not an **Insured** under this Policy;
- B. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or in any other fiduciary capacity and any investment advice given in connection with such services;
- C. those services performed by an **Insured** in the capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees;-

"Named Insured" means the persons and entities designated in the Declarations.

"Personal injury" means an injury arising out of: false arrest, detention, or imprisonment; wrongful entry, or eviction, or other invasion of the right of private occupancy; libel, slander, or other disparaging or defamatory materials; a writing or saying in violation of an individual's right to privacy; malicious prosecution or abuse of process.

"Policy period" means the period of time between the inception date and time shown in the Declarations and the date and time of termination, expiration or cancellation of this Policy.

"Predecessor firm" means any entity which has undergone dissolution and is named as such on the Declarations.

"Prior insurer" means an insurer, including the **Company** and any subsidiary or affiliate of the **Company**, who has issued a lawyers professional liability insurance policy that is applicable to a **claim**, such policy having an inception date prior to the **policy period**.

"No Liability" means that with respect to an **Insured** who is the subject of a **Disciplinary Proceeding**, there is a:

- A. final determination of no liability;
- B. a determination of no further action; or
- C. the matter is abandoned by the disciplinary authority.

In no event shall the term **"No Liability"** apply to a **Disciplinary Proceeding** for which a settlement has occurred.

"Related acts or omissions" mean all acts or omissions in the rendering of **legal services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

"Related claims" mean all **claims** arising out of a single act or omission or arising out of **related acts or omissions** in the rendering of **legal services**.

"Totally and permanently disabled" means that an **Insured** is so disabled as to be wholly prevented from rendering **legal services** provided that such disability:

- A. has existed continuously for not less than six (6) months; and
- B. is reasonably expected to be continuous and permanent.



IV. EXCLUSIONS

This Policy does not apply:

A. Intentional Acts

to any **claim** based on or arising out of any dishonest, fraudulent, criminal or malicious act or omission by an **Insured** except that:

1. this exclusion shall not apply to **personal injury**;
2. the **Company** shall provide the **Insured** with a defense of such **claim** unless or until the dishonest, fraudulent, criminal, malicious or intentional act or omission has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the **Company's** rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**;
3. this exclusion will not apply to any **Insured** who is not found to have personally committed the dishonest, fraudulent, criminal, malicious or intentional act or omission by any trial verdict, court ruling, or regulatory ruling.

B. **Bodily Injury**/Property Damage

to any **claim** for **bodily injury**, or injury to, or destruction of, any tangible property, including the loss of use resulting therefrom except that this exclusion of **bodily injury** does not apply to mental injury, mental anguish, mental stress, humiliation or emotional distress caused by **personal injury**;

C. Status as Beneficiary or Distributee

to any loss sustained by an **Insured** or **claim** made against an **Insured** as beneficiary or distributee of any trust or estate;

D. Contractual Liability

to any **claim** based on or arising out of an **Insured's** alleged liability under any oral or written contract or agreement, unless such liability would have attached to any **Insured** in the absence of such agreement;

E. **Insured vs. Insured**

to any **claim** by or on behalf of an **Insured** under this Policy against any other **Insured** hereunder unless such **claim** arises out of **legal services** by an **Insured** rendered to such other **Insured** as a client;

F. Capacity as Director, Officer, Fiduciary

to any **claim** based on or arising out of an **Insured's** capacity as:

1. a former, existing or prospective officer, director, shareholder, partner, manager, member, or trustee of any entity including pension, welfare, profit-sharing, mutual or investment fund or trust, if such entity is not named in the Declarations; or
2. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law;

except that this exclusion does not apply to a **claim** based on or arising out of an **Insured's** capacity as a member, director or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees.

G. Capacity as Public Official

to any **claim** based on or arising out of an **Insured's** capacity as a public official or an employee or representative of a governmental body, subdivision or agency unless such **Insured** is deemed as a



matter of law to be a public official or employee or representative of such entity solely by virtue of rendering **legal services** to it;

H. Owned Entity

to any **claim** based on or arising out of **legal services** performed, directly or indirectly, for any entity not named in the Declarations, if at the time of the act or omission giving rise to the **claim**, the percentage of ownership interest, direct or indirect, in such entity by any **Insured**, or an accumulation of **Insureds**, exceeded 10%.

V. CONDITIONS

A. Notice

1. Notice of **Claims**

The **Insured**, as a condition precedent to the obligations of the **Company** under this Policy, shall as soon as reasonably possible after learning of a **Claim** give written notice to the **Company** during the **policy period** of such **claim**. The **Company** agrees that the **Insured** may have up to, but not to exceed, 60 days after the Policy expiration to report a **claim** made against the **Insured** during the **policy period** if the reporting of such **claim** is as soon as reasonably possible.

2. Notice of Potential **Claims**

If during the **policy period** the **Insured** becomes aware of any act or omission that may reasonably be expected to be the basis of a **claim** against the **Insured** and gives written notice to the **Company** of such act or omission and the reasons for anticipating a **claim**, with full particulars, including but not limited to:

- a. the specific act or omission;
 - b. the dates and persons involved;
 - c. the identity of anticipated or possible claimants;
 - d. the circumstances by which the **Insured** first became aware of the possible **claim**,
- then any such **claim** that arises out of such reported act or omission and that is subsequently made against the **Insured** and reported to the **Company** shall be deemed to have been made at the time such written notice was given to the **Company**.

B. Reimbursement of the **Company**

Subject always to the **Insured's** right to consent to settlement, as set forth in Section I. INSURING AGREEMENT, paragraph C, Settlement, if the **Company**, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the deductible, the **Named Insured**, or upon the **Named Insured's** failure to pay, the **Insureds**, jointly and severally, shall be liable to the **Company** for any and all such amounts and, upon demand, shall pay such amounts to the **Company**.

C. Territory

This Policy applies to an act or omission taking place anywhere in the world, provided that the **claim** is made and suit is brought against the **Insured** within the United States of America, including its territories, possessions, Puerto Rico or Canada.

D. Other insurance

If there is other insurance that applies to the **claim**, this insurance shall be excess over such other valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. When there is such other insurance, the **Company** will pay only its share of the amount of any **damages** and **claim expenses**, if any, that exceed the sum of:



1. the total amount that all such other insurance would pay for with respect to such **Claim** in the absence of this insurance; and
2. the total of all deductible and self-insured amounts under all that other insurance.

This paragraph does not apply to any other insurance that was bought specifically to apply in excess of the Limits of Liability shown in the Declarations of this Policy.

When this insurance is excess, the **Company** will have no duty under this Policy to defend the **Insured** against any **claim** if any other insurer has a duty to defend the **Insured** against that **claim**. If no other insurer defends, the **Company** will undertake to do so, but it will be entitled to the **Insured's** rights against all those other insurers.

E. Assistance and cooperation of the **Insured**

1. The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a **claim**.
2. The **Insured** shall assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Insured** in connection with a **claim**.
3. The **Insured** shall not, except at its own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the consent of the **Company**.

F. Action against the **Company**

No action shall lie against the **Company** by any third party, unless, as a condition precedent thereto:

1. there shall have been full compliance with all the terms of this Policy; and
2. the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to any action against an **Insured**, nor shall the **Company** be impleaded by the **Insured** or his legal representative.

G. Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

H. Subrogation

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery thereof against any person or organization. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The **Insured** shall do nothing to prejudice such rights.

I. Changes

Notice to any of the **Company's** agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy. It also will not prevent the **Company** from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement, signed by the **Company**, issued to form a part of this Policy.



J. Assignment

No assignment of interest of the **Insured** under this Policy shall be valid, unless the written consent of the **Company** is endorsed hereon.

K. Cancellation/ Nonrenewal

1. This Policy may be canceled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by written notice to the **Company** stating at what future date cancellation is to be effective.
2. The **Company** may cancel or non-renew this Policy by written notice to the **Named Insured** at the address last known to the **Company**. The **Company** will provide written notice at least sixty (60) days before cancellation or non-renewal is to be effective. If the **Company** cancels this Policy because the **Insured** has failed to pay a premium when due or has failed to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible, this Policy may be canceled by the **Company** by mailing to the **Named Insured** written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The time of surrender of this Policy or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
3. If the **Company** cancels this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** shall retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
4. The offering of terms and conditions different from the expiring terms and conditions shall not constitute a refusal to renew.

L. Entire contract

By acceptance of this Policy the **Insured** agrees that:

1. all of the information and statements provided to the **Company** by the **Insured** are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Insureds**;
2. this Policy is issued in reliance upon the **Insured's** representations; and
3. this Policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company** (all of which are deemed to be incorporated herein) embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and
4. the misrepresentation of any material matter by the **Insured** or the **Insured's** agent will render this Policy null and void and relieve the **Company** from all liability herein.

M. **Named Insured** sole agent

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this Policy, for the completing of any applications and the making of any statements, representations and warranties, for the payment of any premium and the receipt of any return premium that may become due under this Policy, and the exercising or declining to exercise any right under this Policy.

N. Liberalization

If the **Company** adopts any revision that would broaden coverage under this policy form G-118011-A without additional premium at any time during the **policy period**, the broadened coverage will



immediately apply to this Policy except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

O. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the **Company** or its authorized representative. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given and proof of mailing shall be sufficient proof of notice.

P. Trade and Economic Embargoes

This policy does not provide coverage for **Insureds**, transactions or that part of **damages** or **claims expenses** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

VI. **EXTENDED REPORTING PERIODS**

As used herein, "**extended reporting period**" means the period of time after the end of the **policy period** for reporting **claims** that are made against the **Insured** during the applicable **extended reporting period** by reason of an act or omission that occurred prior to the end of the **policy period** and is otherwise covered by this Policy.

A. Automatic **extended reporting period**

If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, the **Company** will provide to the **Named Insured** an automatic, non-cancelable **extended reporting period** starting at the termination of the **policy period** if the **Named Insured** has not obtained another policy of lawyers professional liability insurance within sixty (60) days of the termination of this Policy. This automatic extended reporting period will terminate after sixty (60) days.

B. Optional **extended reporting period**

1. If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** shall have the right to purchase an optional **extended reporting period**. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **policy period** by providing:
 - a. written notice to the **Company**; and
 - b. with the written notice, the amount of additional premium described below.
2. The additional premium for the optional **extended reporting period** shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be for one (1) year at 100% of such premium; two (2) years at 150% of such premium; three (3) years at 175% of such premium; six (6) years at 225% of such premium; or, for an unlimited period at 250% of such premium.
3. The premium for the optional **extended reporting period** is due on its effective date. This optional **extended reporting period** is non-cancelable and the entire premium shall be deemed fully earned at its commencement without any obligation by the **Company** to return any portion thereof.

C. Death or disability **extended reporting period**

1. If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**, such **Insured** shall be provided with a death or disability **extended reporting period** as provided below.
 - a. In the event of death, such **Insured's** estate, heirs, executors or administrators must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with



written proof of the date of death. This **extended reporting period** is provided to the estate, heirs, executors and administrators of such **Insured**.

- b. If an **Insured** becomes **totally and permanently disabled**, such **Insured** or **Insured's** legal guardian must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced, certified by the **Insured's** physician. The **Company** retains the right to contest the certification made by the **Insured's** physician, and it is a condition precedent to this coverage that the **Insured** agree to submit to medical examinations by any physician designated by the **Company** at the **Company's** expense. This **extended reporting period** is provided until such **Insured** shall no longer be **totally or permanently disabled** or until the death of such **Insured** in which case subparagraph a. hereof shall apply.

2. No additional premium will be charged for any death or disability **extended reporting period**.

D. **Non-practicing extended reporting period**

1. If an **Insured** retires or otherwise voluntarily ceases, permanently and totally, the private practice of law during the **policy period** and has been continuously insured by the **Company** for at least three consecutive years, then such **Insured** shall be provided with an **extended reporting period** commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**.
2. This **extended reporting period** is provided until such **Insured** shall resume the practice of law or until the death of such **Insured** in which case subparagraph C.1.a. hereof shall apply.
3. No additional premium will be charged for any non-practicing **extended reporting period**.

E. **Extended reporting periods limits of liability**

1. Automatic and optional **extended reporting periods** limits of liability
 - a. Where the **Company** has the right to nonrenew or cancel this Policy, and it exercises that right, then the **Company's** liability for all **claims** reported during the automatic and optional **extended reporting periods** shall be part of and not in addition to the limits of liability for the **policy period** as set forth in the Declarations and Section II, Limits of Liability of this Policy.
 - b. If this Policy is canceled by the **Named Insured** or if the **Company** offers to renew this Policy, and the **Named Insured** refuses such renewal offer, then the **Company's** liability for all **claims** reported during the automatic and optional **extended reporting periods** shall be reinstated to the limits of liability applicable to this Policy as set forth in Section II.A. and B. hereof.

2. Separate death or disability and non-practicing **extended reporting period** limits of liability

- a. Limit of Liability - Each "Claim"

Subject to paragraph B. below, the **Company's** limit of liability for each **claim** first made against the **Insured**, and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period**, shall not exceed the amount stated in the declarations as the "Each **Claim** Death or Disability and Non-Practicing **extended reporting period** limit of liability".

- b. Limit of Liability - In the Aggregate

The limit of liability of the **Company** for all **claims** first made against the **Insured**, and reported to the **Company** during the death or disability **extended reporting period** or non-practicing **extended reporting period**, shall not exceed the amount stated in the



Declarations as the "Aggregate Death or Disability and Non-Practicing **extended reporting period** limit of liability".

F. Elimination of right to any **extended reporting period**

There is no right to any **extended reporting period**:

1. if the **Company** shall cancel or refuse to renew this Policy due to:
 - a. non-payment of premiums; or
 - b. non-compliance by an **Insured** with any of the terms and conditions of this Policy; or
 - c. any misrepresentation or omission in the application for this Policy; or,
2. if during the **Policy Period** such **Insured's** right to practice law is revoked, suspended or surrendered at the request of any regulatory authority for reasons other than that the **Insured** is **totally and permanently disabled**.

G. **Extended reporting period** not a new policy

It is understood and agreed that the **extended reporting period** shall not be construed to be a new policy and any **claim** submitted during such period shall otherwise be governed by this Policy.

VII. HEADINGS

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, the **Company** has caused this Policy to be executed by its Chairman and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the Declarations.

Chairman

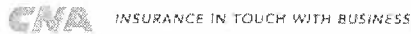
Secretary

LAWYERS PROFESSIONAL LIABILITY POLICY

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



CONTINENTAL CASUALTY COMPANY
CNA PLAZA
CHICAGO, ILLINOIS 60685

LAWYERS PROFESSIONAL LIABILITY POLICY

CLAIMS EXPENSES OUTSIDE THE LIMITS ENDORSEMENT
LOUISIANA

It is further understood and agreed that Section I., INSURING AGREEMENT, paragraphs C. and D are deleted in their entirety and replaced as follows:

C. Settlement

The **Company** shall not settle a **claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement or compromise recommended by the **Company** and acceptable to the claimant, then the **Company's** limit of liability under this Policy shall be reduced to the amount for which the **claim** could have been settled at the time the **Company** made its recommendation, which amount shall not exceed the limit of liability specified in Section II.A.

D. Exhaustion of limits

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of the **Company's** liability has been exhausted by the payment of **damages**. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**.

Further, it is understood and agreed that Section II., LIMITS OF LIABILITY AND DEDUCTIBLE, paragraphs A, B and D are deleted in their entirety and replaced as follows:

II. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of liability - each **claim**

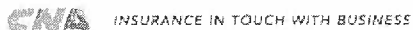
Subject to paragraph B, below, the limit of liability of the **Company** for **damages** for each **claim** first made against the **Insured** and reported to the **Company** during the policy period shall not exceed the amount stated in the Declarations for each claim.

B. Limit of liability - in the aggregate

The limit of liability of the **Company** for the payment of **damages** for **claims** first made against the **Insured** and reported to the **Company** during the **policy period** shall not exceed the amount stated in the Declarations as the aggregate.

D. Multiple **insureds, claims** and claimants

The limits of liability shown in the Declarations and subject to the provisions of this Policy is the amount the **Company** will pay as **damages** regardless of the number of **Insureds, claims** made or persons or entities making **claims**. If **related claims** are subsequently made against the **Insured** and reported to the **Company**, all such **related claims**, whenever made, shall be considered a single **claim** first made and



reported to the **Company** within the policy period in which the earliest of the **related claims** was first made and reported to the **Company**.

Further, it is understood and agreed that Section II., LIMITS OF LIABILITY AND DEDUCTIBLE, is amended to add new paragraph as follows:

Claim Expenses

Claim expenses are in addition to the limits of liability. **Claim expenses** are not payable under this Policy until all other valid and collectible insurance available to the **Insured** for **claim expenses** has been exhausted.

All other terms and conditions of the Policy remain unchanged.

POLICY NO.268085507

THIS ENDORSEMENT FORMS A PART OF THE ABOVE REFERENCED POLICY, AND TAKES EFFECT ON THE EFFECTIVE DATE AND HOUR OF SAID POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW, AND EXPIRES CONCURRENTLY WITH SAID POLICY.

**ISSUED TO: GAUTHIER, HOUGHTALING & WILLIAMS, EFFECTIVE DATE
LLP**

OF THIS ENDORSEMENT 02/03/2011

Complete only when this Endorsement is not prepared with the Policy or is not to be effective with the Policy

Countersigned by _____
AUTHORIZED REPRESENTATIVE



EACH CLAIM DEDUCTIBLE ENDORSEMENT

In consideration of a premium credit, it is understood and agreed that Item 4 of the Declarations is deleted in its entirety and replaced with the following:

- 4. DEDUCTIBLE: Each **claim**: \$25000 (inclusive of **claims expenses**)

It is further understood and agreed that Section II, LIMITS OF LIABILITY AND DEDUCTIBLE, paragraph (C), entitled Deductible, is deleted in its entirety and replaced with the following:

C. Deductible - Each **Claim**

The deductible amount stated in the Declarations for "each **claim**" applies to each and every **claim** made against an **Insured**. It shall be paid by the **Named Insured** and applies to the payment of **damages** and **claims expenses** for **claims** both first made against the **Insured** and reported to the **Company** in writing during the **policy period**. In the event the **Named Insured** fails to pay, the deductible shall be paid jointly and severally by all **Insureds**. The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



NAMED INDIVIDUAL RETROACTIVE DATE ENDORSEMENT

It is understood and agreed that no coverage is afforded under this Policy for any **claims** by reason of an act or omission committed by any person listed below that occurred prior to date listed opposite such person .

<u>Person</u>	<u>Date</u>
Alanah O. Hebert	09/27/2010
Earl G Perry	11/01/2005
Inemesit U O'Boyle	03/19/2007
James C Canady	05/01/2009
Jennifer M. Medley	09/14/2009
Patrick C. McGinnis	06/24/2009
Scott A Shaver	01/11/2011
Sean F. Greenwood	05/17/2010

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
 (No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



RETROACTIVE EXCLUSION CLAUSE ENDORSEMENT

It is understood and agreed that Section I, Insuring Agreement, Paragraph A., Coverage, is amended to include a new subparagraph as follows:

- the act or omission occurred on or after 02/03/2005.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



OFFICE SHARING EXCLUSION ENDORSEMENT

It is understood and agreed that Section III, DEFINITIONS, definition of **Insured**, is amended by the addition of the following:

Insured does not include those persons or entities who have no oral or written partnership, shareholder or employment agreement with the **Named Insured** and who:

- a. share office space with the **Named Insured**; and
- b. are deemed to be partners, officers, directors, employees, associates, managers or members of the **Named Insured** solely by operation of law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



SPECIFIC CLIENT OR THIRD PARTY EXCLUSION ENDORSEMENT

It is understood and agreed that the Section III DEFINITIONS, definition of **Legal Services** is amended to add the following paragraph:

Legal services do not include services performed by an **Insured** for the person or entity specified below, or any entity that is operated, managed or owned by such entity or an affiliate, subsidiary or parent thereof:

Person or Entity

Gauthier, Downing, LaBarre, Dean & Sulzer, APLC
Bruce Dean, LLC
Scott Labarre, LLC
Edward Downing, III, LLC

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMENDMENT OF TERMINATION PROVISIONS - LOUISIANA

It is understood and agreed that Condition K. Cancellation/Nonrenewal is deleted and replaced in its entirety by the following:

K. Cancellation/Nonrenewal

1. Cancellation

- a. This Policy may be canceled by the **Named Insured** by returning it to the **Company**. The **Named Insured** may also cancel this Policy by written notice to the **Company** stating at what future date cancellation is to be effective.
- b. The **Company** may cancel this Policy by mailing to the **Named Insured**, or by delivery of a written notice of cancellation to the last mailing address known to the **Company**. Notice will state the effective date of cancellation.
- c. If the Policy has been in effect for less than 60 days and is not a renewal, the **Company** will provide written notice at least:
 - (1) 10 days before the effective date of cancellation if the **Company** cancels this Policy because the **Insured** has failed to pay a premium when due; or
 - (2) 60 days before the effective date of cancellation if the **Insured** has failed to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible or if the **Company** cancels for any other reason.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- d. If this Policy has been in effect for 60 days or more, or if it is a renewal of a policy issued by the **Company**:
 - (1) The **Company** may cancel upon 10 days written notice for nonpayment of premium; or
 - (2) The **Company** may cancel upon 30 days written notice for one or more of the following reasons:
 - (a) Material misrepresentation or fraud made by the **Named Insured** or with the **Named Insured's** knowledge in obtaining the Policy or in pursuing a **claim** under the Policy;
 - (b) Activities or omissions by the **Named Insured** which change or increase any hazard insured against;
 - (c) The **Insured's** failure to comply with loss control recommendations;
 - (d) Change in the risk which increases the risk of loss after the **Company** issued or renewed this Policy including any increase in exposure due to regulation, legislation, or court decision;
 - (e) Determination by the Commissioner of Insurance that the continuation of this Policy would jeopardize the **Company's** solvency or would place the **Company** in violation of the insurance laws of this or any other state;
 - (f) The **Insured's** violation or breach of any policy terms or conditions; or
 - (g) Any other reasons that are approved by the Louisiana Commissioner of Insurance.
- e. If the **Company** cancels this Policy, the earned premium shall be computed pro rata. If the **Named Insured** cancels this Policy, the **Company** shall retain the customary short rate proportion of the premium. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. If the unearned premium is not returned within 30 days, interest of one-half percent per month will accrue.



- f. Unearned premium/commission is to be returned within 30 days after the **Named Insured** cancels the policy.
- g. The **Company** will provide the **Named Insured**, upon receipt of a written request by the **Named Insured**, a written statement setting forth the reason for cancellation, provided the **Named Insured** agrees in writing to hold the **Company** harmless from liability for any communication giving notice of or specifying the reasons for cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this regulation.

2. Nonrenewal

- a. If the **Company** decides not to renew this policy, it will mail or deliver written notice of nonrenewal to the **Named Insured** at the mailing address last known to the **Company**, at least 60 days prior to:
 - (1) the expiration date of this Policy, if the Policy is written for a term of one year or less; or
 - (2) the anniversary date if this policy is written for a term of more than a year or with no fixed expiration date.Notice will state the effective date of nonrenewal. Such notice will include the **Named Insured's** loss run information for the period the policy was in force within, but not to exceed, the last 3 years. Delivery of such written notice by the **Company** shall be the equivalent of mailing.
- b. The **Company** is not required to mail notice of nonrenewal if:
 - (1) The **Company** has manifested in good faith its willingness to renew; or
 - (2) The **Named Insured** has failed to pay any premium required for this Policy or fails to pay amounts in excess of the limit of the **Company's** liability or within the amount of the deductible; or
 - (3) The **Named Insured** fails to pay the premium required for renewal of this Policy.
- c. The **Company** is not required to provide notice if:
 - (1) The **Company** or another company within the **Company's** insurance group offered to issue a renewal policy; or
 - (2) The **Named Insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
- d. The offering of terms and conditions different from the expiring terms and conditions does not constitute a refusal to renew.

3. Renewal

- a. The **Company** will mail or deliver to the **Named Insured** at the address shown on the Policy, written notice of any rate increase, change in deductible, or reduction in limits of liability at least 30 days prior to the expiration date of the policy. If the **Company** fails to provide such 30 day notice, the coverage provided to the **Named Insured** at the expiring policy's rate, terms and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the **Named Insured** whichever first occurs.
- b. Notice is considered given 30 days following date of mailing or delivery of the notice. If the **Named Insured** elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the **Named Insured** accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
- c. This section shall not apply to:



- (1) Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
- (2) Changes based upon the altered nature or extent of the risk insured.
- (3) Changes in policy forms that are filed and approved with the Commissioner and applicable to an entire class of business.
- (4) Changes requested by the **Named Insured**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



PUNITIVE DAMAGES COVERAGE ENDORSEMENT

It is understood and agreed that Section III., DEFINITIONS, definition of **Damages**, subitem C., punitive or exemplary amounts, is deleted in its entirety but only where the law applicable to the **claim** mandates such coverage.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



AMENDATORY ENDORSEMENT - LOUISIANA

1. It is understood and agreed that Section I. Insuring Agreement, sub-paragraph B. Defense is deleted and replaced in its entirety by the following:

B. Defense

The **Company** shall have the right and duty to defend in the **Insured's** name and on the **Insured's** behalf a **claim** covered by this Policy even if any of the allegations of the **claim** are groundless, false or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as is deemed necessary by the **Company**. If a **claim** shall be subject to arbitration or mediation, it will be submitted to arbitration or mediation if the **Company** and the **Named Insured** mutually agree to do so. In the event of arbitration, the decision of the arbitrators shall be non-binding and provided to both the **Company** and the **Named Insured**, and the arbitrators' award shall not include attorney's fees or other costs. In the event of mediation, either the **Company** or the **Named Insured** shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least sixty (60) days shall have elapsed from the date of the termination of the mediation.

2. It is understood and agreed that Section I. Insuring Agreement, sub-paragraph D. Exhaustion of limits is deleted and replaced in its entirety by the following:

D. Exhaustion of limits

The **Company** is not obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle a **claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **damages** or **claim expenses** or by any combination thereof. In such case, the **Company** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of said investigation, defense or settlement of the **claim** to the **Insured**.

3. It is understood and agreed that Section II. Limits of Liability and Deductible, sub-paragraph F. Risk Management Incentives, sub-paragraph 1. Mediation is deleted in its entirety.

4. It is understood and agreed that Section III. Definitions, definition of "**Claim expenses**" is deleted and replaced in its entirety by the following:

"**Claim expenses**" mean:

- A. fees charged by attorneys designated by the **Company** or by the **Insured** with the **Company's** written consent; and
- B. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim** if incurred by the **Company**, or by the **Insured** with the written consent of the **Company**, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Company** to apply for or furnish any such bond; and
- C. all costs taxed against an **Insured** in defense of a **claim**; and
- D. all interest on the entire amount of any judgment which accrues after entry of the judgment and before the **Company** has paid that part of the judgment which does not exceed the limits of liability stated in Policy Section II A.

Claim expenses do not include fees, costs or expenses of employees or officers of the **Company**. Nor shall **claim expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.



5. It is understood and agreed that Section V. Conditions, sub-paragraph A. Notice, sub-paragraph 1. Notice of **Claims** is deleted and replaced in its entirety by the following:

The **Insured**, as a condition precedent to the obligations of the **Company** under this Policy, shall as soon as reasonably possible after learning of a **Claim** give written notice to the **Company** during the **policy period** of such **claim**. The **Company** agrees that the **Insured** may have up to, but not to exceed, 60 days after the expiration of the **Claims Made Relationship** to report a **claim** made against the **Insured** during the **policy period**, provided that the reporting of such claim is as soon as reasonably possible. Breach of this condition shall not result in exclusion of the **Claim** with respect to an **Insured** who did not know of such **Claim** provided that such **Insured** complies with this condition as soon as reasonably possible after learning of such **Claim**.

As used herein, the term **Claims-Made Relationship** means that period of time between the effective date of the first claims-made policy issued by the **Company** to the **Named Insured** and the termination, cancellation or non-renewal of the last consecutive claims-made policy between the **Named Insured** and the **Company**, where there has been no gap in coverage, but does not include any period covered by Extended Reporting Period coverage.

6. It is understood and agreed that Section V. Conditions, sub-paragraph H. Subrogation is deleted and replaced in its entirety by the following:

H. Subrogation

If the **Company** makes any payment under this Policy and the person to or for whom payment is made has a right to recover damages from another, the **Company** shall be subrogated to that right. However, the **Company's** right to recover is subordinate to the **Insured's** right to be fully compensated. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights. The **Insured** shall do nothing to prejudice such rights.

7. It is understood and agreed that Section V. Conditions, sub-paragraph L. Entire contract, sub-paragraph 4 is deleted and replaced in its entirety by the following:

L. Entire contract

By acceptance of this Policy the **Insured** agrees that:

4. No oral or written misrepresentation or warranty made in the negotiation of an insurance contract, by the **Insured** shall be deemed material or defeat or void the contract or prevent it attaching, unless the misrepresentation or warranty is made with the intent to deceive.

8. It is understood and agreed that Section VI. **Extended Reporting Periods**, C. Death or disability **extended reporting period**, sub-paragraph 1.b. is deleted and replaced in its entirety by the following:

- b. If an **Insured** becomes **totally and permanently disabled**, such **Insured** or **Insured's** legal guardian must, within sixty (60) days of the expiration of the **policy period**, provide the **Company** with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced, certified by the **Insured's** physician. The **Company** retains the right to contest the certification made by the **Insured's** physician. Under such circumstances, the **Insured** must agree to submit to medical examinations by any physician designated by the **Company** at the **Company's** expense. This **extended reporting period** is provided until such



Insured shall no longer be **totally or permanently disabled** or until the death of such **Insured** in which case subparagraph a. hereof shall apply.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMENDATORY ENDORSEMENT - ACTION AGAINST COMPANY PROVISION - LOUISIANA

It is understood and agreed that Condition F. Action Against Company is deleted and replaced in its entirety by the following:

F. Action against the **Company**

A person or organization may bring a **claim** against the **Company** including, but not limited to a **claim** to recover on an agreed settlement or on a final judgment against an **Insured**; but the **Company** will not be liable for any amounts that are not payable under the terms of this Policy or that are in excess of the applicable limit of liability. An agreed settlement means a settlement and release of liability signed by the **Company**, the **Insured**, and the claimant or the claimant's legal representative.

All other terms and conditions of the Policy remain unchanged.

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By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the Policy:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

ENDORSEMENT NUMBER: 11
POLICY NUMBER: 268085507
ISSUED TO: Gauthier, Houghtaling & Williams, LLP
EFFECTIVE DATE OF ENDORSEMENT: 02/03/2011

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative _____
(No signature is required if this endorsement is issued with the Policy or if it is effective on the Policy Effective Date)



**AMENDMENT TO THE DEFINITION OF DAMAGES
FDCPA EXEMPLARY AMOUNTS ENDORSEMENT**

In consideration of the premium paid for this Policy, it is agreed that the definition of **Damages** in Section III., DEFINITIONS, is amended to add the following sentence:

Notwithstanding anything to the contrary contained herein, **Damages** also include those amounts the court is permitted to impose on a debt collector as set forth in 15USC§1692k(a).

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



NETWORK RISK AND PRIVACY CLAIM ENDORSEMENT

In consideration of the premium paid for this Policy, it is understood and agreed that the Policy is amended as follows:

1. Section III. **DEFINITIONS**, the definition of **Claim** is amended to include the following:

“**Claim**” also includes:

- a) **privacy claims**, and
- b) **client network damage claims**.

2. Solely with respect to the coverage provided by this endorsement, Section III. **DEFINITIONS** is amended to add the following terms:

“**Client network damage claim**” means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services alleging that a **security breach** or **electronic infection** caused **network damage** to a client’s **network** in the rendering of **legal services**.

“**Computer virus**” means unauthorized computer code that is designed and intended to transmit, infect and propagate itself over one or more **networks**, and cause:

1. a computer code or programs to perform in an unintended manner;
2. the deletion or corruption of electronic data or software; or
3. the disruption or suspension of a **network**.

“**Confidential Commercial Information**” means information that has been provided to the **Insured** by another, or created by the **Insured** for another where such information is subject to the terms of a confidentiality agreement or equivalent obligating the **Insured** to protect such information on behalf of another.

“**Denial of service attack**” means an attack executed over one or more **networks** or the **Internet** that is specifically designed and intended to disrupt the operation of a **network** and render a **network** inaccessible to authorized users.

“**Electronic infection**” means the transmission of a **computer virus** to a **network**, including without limitation, such transmission to or from the **Named Insured’s network**.

“**Electronic information damage**” means the destruction, deletion or alteration of any information residing on the **network** of any third party.

“**Internet**” means the worldwide public **network** of computers as it currently exists or may be manifested in the future, but **Internet** does not include the **Named Insured’s network**.

“**Network**” means a party’s local or wide area **network** owned or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the **Internet**, telephone company **networks**, or other public infrastructure **network**.

“**Network Damage**” means:

1. the unscheduled and unplanned inability of an authorized user to gain access to a **network**;
2. **electronic information damage**; or
3. the suspension or interruption of any **network**;



“**Non-public personal information**” means personal information not available to the general public from which an individual may be identified, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, and account histories.

“**Privacy claim**” means a demand, including the service of suit or the institution of any alternative dispute resolution proceeding, received by the **Insured** for money or services and alleging **privacy injury and identity theft** that occurred in the rendering of **legal services**.

“**Privacy injury and identity theft**” means:

- a. any unauthorized disclosure of, inability to access, or inaccuracy with respect to, **non-public personal information** in violation of:
 1. the **Named Insured's** privacy policy; or
 2. any federal, state, foreign or other law, statute or regulation governing the confidentiality, integrity or accessibility of **non-public personal information**, including but not limited, to the Health Insurance Portability and Accountability Act of 1996, Gramm-Leach-Bliley Act, Children's Online Privacy Protection Act, or the EU Data Protection Act.
- b. the **Insured's** failure to prevent **unauthorized access to confidential commercial information**;

“**Privacy policy**” means the **Named Insured's** policies in written or electronic form that:

1. govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **non-public personal information**; and
2. the **Insured** provides to its clients, customers, employees or others who provide the **Insured** with **non-public personal information**.

“**Security breach**” means the failure of the **Named Insured's network** hardware, software, firmware, the function or purpose of which is to:

1. identify and authenticate parties prior to accessing the **Named Insured's network**;
2. control access to the **Named Insured's network** and monitor and audit such access;
3. protect against **computer viruses**;
4. defend against **denial of service attacks** upon the **Insured** or unauthorized use of the **Insured's network** to perpetrate a **denial of service attack**; or,
5. ensure confidentiality, integrity and authenticity of information on the **Insured's network**.

Privacy breach notice law means any statute or regulation that requires an entity who is the custodian of **non-public personal information** to provide notice to individuals of any actual or potential privacy breach with respect to such **non-public personal information**. **Privacy breach notice laws** include Sections 1798.29 and 1798.82- 1798.84 of the California Civil Code (formerly S.B. 1386) and other similar laws in any jurisdiction.

Unauthorized access means any accessing of information in the **Insured's** care, custody or control by unauthorized persons or by authorized persons accessing or using such information in an unauthorized manner.

Unauthorized access also includes:

1. theft from the **Insured** of any information storage device used by the **Insured** to:
 - A. store and retrieve information on the **Insured's network**; or
 - B. transport information between the **Insured** and authorized recipients;
2. any unauthorized use by the **Insured** of information in the **Insured's** clients' care, custody or control if accessed by the **Insured** in the course of rendering **legal services**.

3. The following new Section is added to the Policy:

- **Supplementary Payments: Regulatory Inquiry**

GSL12439XX (3-09)

Page 2

Continental Casualty Company

Insured Name: Gauthier, Houghtaling & Williams, LLP

Policy No: 268085507

Endorsement No: 13

Effective Date: 02/03/2011



Continental Casualty Company
CNA PLAZA
CHICAGO, ILLINOIS 60685

LAWYERS PROFESSIONAL LIABILITY

REVISED ATTORNEY SCHEDULE

Policy Number: 268085507

Endorsement Effective Date: 3/21/2011

Name of Each Lawyer

Alanah O. Hebert
Celeste A. Gauthier
Earl G Perry
Edward F Downing, III
Eric J O'Bell
Inemesit U O'Boyle
James C Canady
James M Williams
Jennifer M. Medley
John W Houghtaling, II
Patrick C. McGinnis
Scott A Shaver
Sean F. Greenwood
Sylvia Ngo

Named Individual Retroactive Date

09/27/2010
Same as Policy Retroactive/Prior Acts Date
11/01/2005
Same as Policy Retroactive/Prior Acts Date
Same as Policy Retroactive/Prior Acts Date
03/19/2007
05/01/2009
Same as Policy Retroactive/Prior Acts Date
09/14/2009
Same as Policy Retroactive/Prior Acts Date
06/24/2009
01/11/2011
05/17/2010
03/21/2011



If, during the **policy period**, a state licensing board, self regulatory body, public oversight board or a governmental agency with the authority to regulate the **Insured's legal services** or any entity acting on behalf of such entities initiates an investigation of **the Insured** arising from an actual or alleged violation of a **privacy breach notice law** or any law referenced under the definition of **privacy injury and identity theft** that occurred in the rendering of **legal services** and which the **Insured** reports to the **Company** in accordance with Section V.A. of this Policy, the **Company** agrees to pay attorney fees, attorney costs and court costs (excluding such attorney fees and costs incurred as a result of services performed by the **Insured**) incurred in responding to the investigation. The maximum amount the **Company** will pay for such attorney fees and costs is \$20,000 regardless of the number of investigations or the number of **Insureds** who are subject to such investigations.

This endorsement shall not be construed as to increase the Limits of Liability of this Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



NAMED INDIVIDUAL RETROACTIVE DATE ENDORSEMENT

It is understood and agreed that no coverage is afforded under this Policy for any **claims** by reason of an act or omission committed by any person listed below that occurred prior to date listed opposite such person .

Person	Date
Alanah O. Hebert	09/27/2010
Earl G Perry	11/01/2005
Inemesit U O'Boyle	03/19/2007
James C Canady	05/01/2009
Jennifer M. Medley	09/14/2009
Patrick C. McGinnis	06/24/2009
Scott A Shaver	01/11/2011
Sean F. Greenwood	05/17/2010
Sylvia Ngo	03/21/2011

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
 (No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Continental Casualty Company
333 S. Wabash Ave.
Chicago, IL 60604

LAWYERS PROFESSIONAL LIABILITY

POLICY CHANGES
ENDORSEMENT

It is understood and agreed that the policy is amended as follows:

Premium Adjustment: The following applies:

Additional Premium: in the amount of \$ 0.00

Total Surcharges:	\$ 0.00
Total Taxes:	\$ 0.00

Total Additional Amount:	\$ 0.00
---------------------------------	---------

Add Attorney Sylvia Ngo.

All other provisions of this Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Continental Casualty Company
CNA PLAZA
CHICAGO, ILLINOIS 60685

LAWYERS PROFESSIONAL LIABILITY

REVISED ATTORNEY SCHEDULE

Policy Number: 268085507

Endorsement Effective Date: 4/1/2011

Name of Each Lawyer

Alanah O. Hebert
Celeste A. Gauthier
Earl G Perry
Edward F Downing, III
Eric J O'Bell
Inemesit U O'Boyle
James C Canady
James M Williams
John W Houghtaling, II
Patrick C. McGinnis
Scott A Shaver
Sean F. Greenwood
Sylvia Ngo

Named Individual Retroactive Date

09/27/2010
Same as Policy Retroactive/Prior Acts Date
11/01/2005
Same as Policy Retroactive/Prior Acts Date
Same as Policy Retroactive/Prior Acts Date
03/19/2007
05/01/2009
Same as Policy Retroactive/Prior Acts Date
Same as Policy Retroactive/Prior Acts Date
06/24/2009
01/11/2011
05/17/2010
03/21/2011



Continental Casualty Company
333 S. Wabash Ave.
Chicago, IL 60604

LAWYERS PROFESSIONAL LIABILITY

POLICY CHANGES
ENDORSEMENT

It is understood and agreed that the policy is amended as follows:

Premium Adjustment: The following applies:

Additional Premium: in the amount of \$ 0.00

Total Surcharges:	\$ 0.00
Total Taxes:	\$ 0.00

Total Additional Amount:	\$ 0.00
---------------------------------	---------

Delete Attorney Jennifer M. Medley.

All other provisions of this Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

EXHIBIT B

CITATION

FOR SERVICE

SPYRIDON C CONTOGOURIS ET AL

Versus

OCEAN THERAPY SOLUTIONS LLC



Case: 00058703
Division: B
25th Judicial District Court
Parish of Plaquemines
State of Louisiana

To: GAUTHIER HOUGHTALING & WILLIAMS LLP
3500 N HULLEN STREET
METAIRIE LA 70002

YOU ARE HEREBY SUMMONED to comply with the demand contained in the First Supplemental and Amending Petition for Damages of which a true and correct copy (exclusive of exhibits) accompanies this Citation, or make an appearance either by filing a pleading, or otherwise, in the 25th Judicial District Court in and for the Parish of Plaquemines, State of Louisiana, within fifteen (15) days after the service hereof, under the penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, at Belle Chasse, Louisiana, on this Friday, June 03, 2011.

Req. By:
LEO J PALAZZO
(504) 433-1442
ATTY FOR PLAINTIFFS

Judy Hodum
Deputy Clerk of Court for
Dorothy M. Lundin, Clerk of Court
P.O. Box 40
Belle Chasse, LA 70037

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 _____
Domiciliary Service on the party herein named by leaving the same at his/her domicile in the parish in the hands of _____, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.

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

Service \$ _____

Mileage \$ _____

Total \$ _____

By: _____
Deputy Sheriff

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 58-703

DIVISION "B"

SPYRIDON C. CONTOGOURIS and STEPHEN A. BALDWIN

VERSUS

OCEAN THERAPY SOLUTIONS, L.L.C.

FILED

JUN 03 2011

FILED: _____

~~/s/ JUDY S. HODNETT~~
DEPUTY CLERK BY CLERK

FIRST SUPPLEMENTAL AND AMENDING PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Spyridon C. Contogouris (hereinafter "Contogouris") and Stephen A. Baldwin (hereinafter "Baldwin") (Contogouris and Baldwin sometimes collectively referred to herein as "Plaintiffs"), who desire to supplement and amend their original Petition for Damages (hereinafter "Petition") filed herein as follows:

I.

Plaintiffs adopt and reallege all of the allegations previously asserted in their Petition, a copy of which is attached hereto as Exhibit "A".

II.

Plaintiffs supplement and amend their Petition by adding the following paragraphs, 3A, 3B and 3C to name additional Defendants:

3A.

Also made defendant herein is John W. Houghtaling, II (hereinafter "Houghtaling"), a person of the full age of majority who, upon information and belief, is domiciled in the Parish of Orleans, State of Louisiana, and who also maintains a law practice in the Parish of Jefferson, State of Louisiana.

3B.

Also made defendant herein is Gauthier, Houghtaling & Williams, LLP (hereinafter "GHW") which, upon information and belief, is a registered Louisiana limited liability partnership with its principal place of business in the Parish of Jefferson, State of Louisiana.

3C.

Also made defendant here in XYZ Insurance Company which, upon information and belief is a licensed Louisiana insurance company who may be served through its agent for service and whom at all pertinent times maintained a policy of legal malpractice insurance errors and omission coverage for all claims prayed.

III.

Plaintiffs supplement and amend their Petition by replacing paragraphs 4-25 of the Petition with the following paragraphs 4-42:

JURISDICTION AND VENUE

4.

Jurisdiction is vested in this Court as this controversy involves certain contractual agreement(s) confected in part by and between Plaintiffs and OTS in the Parish of Plaquemines, State of Louisiana for work to be performed by Plaintiffs, in part, in the Parish of Plaquemines, State of Louisiana.

5.

Jurisdiction is further vested in this Court as this controversy also involves certain negligent and/or wrongful actions or omissions by Houghtaling and/or GHW as well as certain breach(es) of various duties owed to Plaintiffs by Houghtaling and/or GHW, which actions, omissions and/or breach(es) took place, in part, in the Parish of Plaquemines, State of Louisiana.

6.

Venue is proper in this judicial district pursuant to Louisiana Code of Civil Procedure article 76.1 as the key negotiations in connection with execution of the aforesaid contractual agreement(s) by and between Plaintiffs and OTS took place in the Parish of Plaquemines and certain of the work to be performed pursuant thereto took place or was to take place in the Parish of Plaquemines.

7.

Venue is further proper in this judicial district pursuant to Louisiana Code of Civil Procedure article 74 as certain of the wrongful conduct by Houghtaling and/or GHW occurred in the Parish of Plaquemines, State of Louisiana.

BACKGROUND

8.

On April 17, 2010, a drilling rig known as DEEPWATER HORIZON exploded in the Gulf of Mexico, causing a massive oil spill. Earlier in his career, Contogouris had worked to market a centrifuge technology developed by actor Kevin Costner (hereinafter "Costner") in the early 1990s. Contogouris felt that this technology could be of use to British Petroleum (hereinafter "BP"), which had been designated by the U.S. Coast Guard as the responsible party charged with cleaning up the spill, and to that end, successfully negotiated to obtain exclusive marketing rights to the technology in the Gulf of Mexico.

9.

On April 26, 2010, Houghtaling hosted a lunch with Plaintiffs in New Orleans. During lunch, Houghtaling and Plaintiffs discussed the formation and execution of two joint venture agreements for two separate business partnerships in connection with the BP oil spill and clean up. Houghtaling represented to Contogouris that he could provide access to BP. Following lunch, Plaintiffs, along with Franco Valobra, a personal friend of Houghtaling's (hereinafter "Valobra"), went with Houghtaling to the offices of GHW, in which firm Houghtaling is a member and owner, to memorialize the aforesaid joint venture agreements.

10.

Joint Venture Agreement No. 1 involved that certain partnership to develop, produce, own and distribute a documentary film about the oil industry and the BP oil spill (hereinafter "The Will to Drill Joint Venture Agreement"). Joint Venture Agreement No. 2 involved the formation of that certain partnership, OTS, for the purpose of marketing the aforesaid centrifuge technology developed by Costner.

11.

During this April 26, 2010 meeting at GHW's offices, Houghtaling specifically represented to Plaintiffs that he was acting as Plaintiffs' attorney-in-fact in connection with both The Will to Drill Joint Venture Agreement and the OTS Joint Venture Agreement. Trusting Houghtaling and relying on his legal advice in connection therewith, Plaintiffs each executed The Will to Drill Joint Venture Agreement and the OTS Joint Venture Agreement.

12.

On May 13, 2010, Contogouris caused OTS to be formed with the Louisiana Secretary of State, and on that same date, signed the exclusive marketing contract with C.I.N.C. Industries (hereinafter "CINC"), the company which had acquired the centrifuge technology from Costner.

13.

Contogouris felt that bringing in other members in OTS would be indispensable to successfully marketing the centrifuge technology to BP. In addition to Houghtaling, as previously discussed, Contogouris also approached Costner and Costner's business partner, Patrick Smith (hereinafter "Smith"), about joining the company, as well as Frank Levy (hereinafter "Levy"), an executive with experience in the oil industry. Levy was also an investor and party to The Will to Drill Joint Venture Agreement. Contogouris also asked his friend, Baldwin, also an actor, to join as a member. The company was initially owned in the following percentages: Contogouris, 28%; Houghtaling, 21.5%; Westpac Resources, LLC, a limited liability company owned by Smith and Costner (hereinafter "Westpac"), 20%; Levy, 15.5%; Baldwin, 10%; and Francisco Valobra, 5%. Houghtaling was named as Chief Executive Officer of OTS.

14.

Pursuant to the OTS Operating Agreement, OTS agreed to make certain commission payments to Contogouris in connection with Contogouris' efforts with regard to the centrifuge units including, but not limited to, Contogouris' marketing, advertising, licensing and selling of the centrifuge units, which OTS failed to do.

15.

On May 24, 2010, unbeknownst to Plaintiffs, Levy instituted suit against Houghtaling and Baldwin in connection with the aforesaid "The Will to Drill" movie project based, in part, on Houghtaling's breach of his agreement to guarantee Levy's investment in the movie project. Plaintiffs were further unaware of any agreement by and between Houghtaling and Levy by which Houghtaling agreed to guarantee Levy's investment in the movie project.

16.

On or about June 4, 2010, and unbeknownst to Plaintiffs, Levy, on behalf of L&L Properties X, LLC, executed and forwarded a settlement offer to Houghtaling with regard to the Levy Lawsuit, which was thereafter executed by Houghtaling and others, which settlement included the transfer of L&L Properties X, LLC's membership interest in OTS to Houghtaling in exchange for Houghtaling's {N0472232 +}

agreement to release Levy from his obligations in connection with the aforesaid "The Will to Drill" movie project. The settlement further included a certain indemnification from OTS for Levy's involvement in the oil spill clean-up venture. Levy then ceded L&L Properties X, LLC's 15.5% interest in OTS to Houghtaling and L&L Properties X, LLC withdrew from OTS.

17.

At no time during Houghtaling and Levy's settlement discussions were Plaintiffs aware of the Levy Lawsuit. Houghtaling, though, was aware that Baldwin was made a party to the Levy Lawsuit and was further aware that Baldwin had not been served with the Levy Lawsuit. Houghtaling withheld these facts from Plaintiffs while he settled the Levy Lawsuit with Levy without the consent of Baldwin and to the detriment of Baldwin, and further acquired L&L Properties X, LLC's membership interest in OTS solely for his own benefit, without rightfully offering a pro rata increase in ownership in OTS to the other members of OTS, including Plaintiffs, based on L&L Properties X, LLC's previously held 15.5% interest, to the detriment of Plaintiffs.

18.

Shortly after learning of the aforesaid wrongful transfer of the shares previously held by L&L Properties X, LLC, Plaintiffs notified Houghtaling that such transfer was improperly effected as it was executed without the knowledge or consent of the other members of OTS, that it was in derogation of the OTS Operating Agreement, and that in so executing the aforesaid transfer, Houghtaling violated the reciprocal fiduciary obligations owed by Houghtaling as a member of OTS and the fiduciary obligations owed by Houghtaling as CEO of OTS. Indeed, the transfer of L&L Properties X, LLC's shares to Houghtaling resulted in a change in the voting rights of OTS and a shift of control of company as it made Houghtaling the largest shareholder of OTS and, together with his friend Valobra's interest, gave Houghtaling an absolute veto of any super majority vote.

19.

In late May and early June, 2010, Houghtaling advised Plaintiffs that a cash call would be needed to fund the operations of the company. However, Houghtaling could not articulate why the cash call was necessary. Baldwin and Contogouris were asked to pay \$1.14 million to Westpac, ostensibly to fund OTS' operations or face dilution of their shares. The cash call was, in fact, completely unnecessary and was wrongfully and negligently used by Houghtaling as a device to pressure Plaintiffs to sell their interest in OTS.

20.

On June 7, 2010, Houghtaling met with Doug Suttles, the point person for BP who was overseeing clean up operations, at Houghtaling's home in New Orleans. During this meeting, Suttles verbally committed to order \$52 million worth of centrifuge units from OTS, and signed a letter of intent indicating that BP would make an advance deposit of \$18 million in connection with the order.

Although this advance deposit would make OTS self-funding and obviate the need for a cash call, Houghtaling continued to wrongfully and negligently represent to Contogouris that he and Baldwin would have to make the \$1.14 million cash call or face dilution of their shares. Houghtaling's wrongful and negligent representations to Plaintiffs in this regard were in derogation of Houghtaling's fiduciary obligations to Plaintiffs as Plaintiffs' attorney and as CEO and majority shareholder in OTS. Plaintiffs were excluded from the June 7, 2010 meeting by Costner, Smith and Houghtaling. The next day, Houghtaling told Contogouris that they had "no deal" with BP.

21.

On June 11, 2010, both Plaintiffs signed agreements which would transfer their collective 38% interest to Smith or his designee upon receipt of payment for the price agreed on of \$1.9 million. A 10% deposit against the purchase price was made on that date. The balance was to be paid within seven days. (Transfer, Withdrawal, Release and Indemnity Agreement hereinafter the "Agreement").

22.

On June 12, 2010, BP issued a purchase order for \$52 million to OTS, which included a commitment to make an \$18 million advance deposit. Despite Houghtaling's status as Plaintiffs' attorney and as CEO of OTS, Houghtaling failed to advise Plaintiffs of the aforesaid BP purchase order or the advance deposit. On or about June 16, 2010, the deposit was wired to an unauthorized account created by Costner, Smith, Houghtaling or others working at their direction in Rabobank, N.A., a bank located in California. Upon receipt of the funds, and at the direction of Houghtaling as CEO of OTS, OTS made an immediate multi-million dollar distribution to Houghtaling, Westpac and Valobra. Although both Contogouris and Baldwin were still members of OTS, since they had not received the balance of the purchase price, no distributions were made to them. Contogouris and Baldwin did not learn of these facts until July, 2010.

23.

On June 16, 2010, Smith notified Plaintiffs that he had the balance of the purchase price. The balance was paid on June 18, 2010 and Contogouris and Baldwin signed the papers transferring their interest to Smith or his designee on that date. The funds used to acquire the centrifuge units came directly from the monies paid to OTS as part of the \$18 million deposit.

24.

On December 22, 2010, Plaintiffs instituted suit against Westpac, Smith, Costner and Rabobank, N.A. in the United States District Court for the Eastern District of Louisiana seeking, among other forms of relief, a rescission of the transfer of their respective ownership interests in OTS as set forth in the Agreement (hereinafter referred to as the "Federal Litigation"). This suit further alleged fraud claims against Costner, Smith and Westpac Resources.

FIRST CAUSE OF ACTION

25.

Plaintiffs adopt, reallege, and incorporate the preceding allegations of this pleading as if copied herein *in extenso*.

26.

Upon information and belief, OTS made various unauthorized distributions to the members of OTS, beginning on or about June 11, 2010 through the present date. As set forth more fully herein and in the Agreement, the transfer of Plaintiffs' respective membership interests in OTS did not become effective until Friday, June 18, 2010 at 5:00 CDT, at the earliest; as such, Plaintiffs were shareholders of OTS at all times prior to, at the very earliest, Friday, June 18, 2010 at 5:00 p.m. CDT.

27.

Based on the foregoing, Plaintiffs are entitled to receive from OTS any and all dividends or distributions that would have been made to them as 38% owners of OTS at any time prior to the effective date of the transfer of Plaintiffs' respective membership interests in OTS as well as any and all distributions that should have been made to them as the rightful 38% owners of L&L Properties X, LLC 's previously held 15.5% membership interest in OTS, or such other reasonable compensation as may be due to them.

28.

Alternatively, and to the extent the court in the Federal Litigation orders that the transfer of Plaintiffs' respective ownership interests in OTS as set forth in the Agreement be rescinded, Plaintiffs are entitled to receive from OTS any and all dividends or distributions that would have been made to them as 38% owners of OTS, and as the rightful 38% owners of L&L Properties X, LLC 's previously held 15.5% membership interest in OTS, at any time, through and including the present date, or such other reasonable compensation as may be due to them.

SECOND CAUSE OF ACTION

29.

Plaintiffs adopt, reallege, and incorporate the preceding allegations of this pleading as if copied herein *in extenso*.

30.

OTS agreed to make certain commission payments to Contogouris in connection with Contogouris' efforts with regard to the centrifuge units including, but not limited to, Contogouris' marketing, advertising, licensing and selling of the centrifuge units, which OTS failed to do.

31.

In the event the court in the Federal Litigation finds that the transfer of Contogouris' ownership interest in OTS as set forth in the Agreement be upheld, Contogouris is entitled to any and all unpaid commissions which are due and owing to him through and until the present date, or such other reasonable compensation as may be due to him.

32.

Notwithstanding the foregoing, and even if the court in the Federal Litigation finds that the transfer of Contogouris' ownership interest in OTS as set forth in the Agreement be upheld, Contogouris is entitled to any and all unpaid commissions which were due and owing to him at any time prior to the effective date of the transfer of Contogouris' membership interest in OTS, or such other reasonable compensation as may be due to him.

THIRD CAUSE OF ACTION – AGAINST HOUGHTALING

LEGAL MALPRACTICE

33.

That, at all pertinent times, Houghtaling maintained an attorney client relationship with each of the Plaintiffs. Houghtaling violated his fiducially duties as attorney for the Plaintiffs in the following non-exclusive acts of commission and/or omission:

1. Failing to keep Plaintiffs informed;
2. Failing to promptly comply with Plaintiffs' reasonable requests for information;
3. Failing to provide Plaintiffs with sufficient information to participate intelligently in decisions concerning the objectives of the representation and the means by which they are to be pursued;
4. Representing Plaintiffs despite a concurrent conflict of interest;
5. Failing to obtain the informed consent of Plaintiffs regarding a concurrent conflict of interest;
6. Entering into a business transaction adverse to Plaintiffs in which:
 - a. The transaction and terms were not fair and reasonable to Plaintiffs and were not fully disclosed to Plaintiffs;
 - b. Plaintiffs were not given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
 - c. Plaintiffs did not give informed consent to the terms of the transaction and Houghtaling's role in the transaction;
7. Using information relating to the representation of Plaintiffs to the disadvantage of Plaintiffs without Plaintiffs' informed consent;
8. Entering into a binding settlement without Plaintiffs' authorization; and
9. Failing to exercise independent professional judgment and render candid advice to Plaintiffs.
10. Self dealing to the detriment of Plaintiffs;
11. Negligent misrepresentation;
12. Negligent misinformation;
13. Any and all other negligent acts and/or omissions constituting legal malpractice that will be determined through discovery prior to trial.

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FOURTH CAUSE OF ACTION – AGAINST GHW
LEGAL MALPRACTICE

34.

At all pertinent times, Houghtaling was a member and owner of GHW. Houghtaling represented that he was the Plaintiffs' attorney and that the Plaintiffs would be represented by his firm GHW. Plaintiffs assert that the firm of GHW, through its member and owner, Houghtaling, committed legal malpractice in the following non-exclusive acts of commission and/or omission:

1. Failing to keep Plaintiffs informed;
2. Failing to promptly comply with Plaintiffs' reasonable requests for information;
3. Failing to provide Plaintiffs with sufficient information to participate intelligently in decisions concerning the objectives of the representation and the means by which they are to be pursued;
4. Representing Plaintiffs despite a concurrent conflict of interest;
5. Failing to obtain the informed consent of Plaintiffs regarding a concurrent conflict of interest;
6. Entering into a business transaction adverse to Plaintiffs in which:
 - a. The transaction and terms were not fair and reasonable to Plaintiffs and were not fully disclosed to Plaintiffs;
 - b. Plaintiffs were not given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and
 - c. Plaintiffs did not give informed consent to the terms of the transaction and Houghtaling's role in the transaction;
7. Using information relating to the representation of Plaintiffs to the disadvantage of Plaintiffs without Plaintiffs' informed consent;
8. Entering into a binding settlement without Plaintiffs' authorization; and
9. Failing to exercise independent professional judgment and render candid advice to Plaintiffs.
10. Self dealing to the detriment of Plaintiffs;
11. Negligent misrepresentation;
12. Negligent misinformation;

13. Failing to supervise the actions of Houghtaling with regard to the legal representation of Plaintiffs;
14. Failing to take appropriate remedial measures to avoid conflicts of interest;
15. Any and all other acts of negligence constituting legal malpractice that will be determined through discovery prior to trial.

**FIFTH CAUSE OF ACTION – AGAINST HOUGHTALING IN
HIS CAPACITY AS AN OTS MEMBER**

35.

Houghtaling violated his fiduciary duties as a member and as CEO of OTS as set forth in the following acts of commission and/or omission:

1. Failing to exercise his duties in good faith;
2. Failing to offer OTS and the members of OTS a pro rata increase in their respective membership shares in OTS following Houghtaling's wrongful and unauthorized acquisition of the OTS membership shares previously held by L&L Properties X, LLC;
3. Failing to account to OTS and its members for profit derived by him without the informed consent of its members, and more particularly, of Plaintiffs;
4. Acting with an indifference to the best interests of the members of OTS, and more particularly, of Plaintiffs;
5. Failing to fulfill his duties in good faith by:
 - a. Having a conflict of interest; and
 - b. Acting without a rational belief that his actions were in the best interests of OTS members, and more particularly, of Plaintiffs;
6. Self dealing to the detriment of Plaintiffs;
7. Wrongfully using OTS assets and OTS rights for personal gain to increase Houghtaling's own membership shares in OTS to the detriment of the members of OTS, and more particularly, to the detriment of Plaintiffs;
8. Wrongfully making distributions to Houghtaling himself, as well as to other members of OTS, and not to Plaintiffs, following Houghtaling's wrongful acquisition of the OTS membership shares previously held by L&L Properties X, LLC, to the detriment of Plaintiffs;

9. Negligent misrepresentation;
10. Negligent misinformation;
11. Any and all other acts of negligence that will be determined through discovery prior to trial.

**SIXTH CAUSE OF ACTION – AGAINST HOUGHTALING, OTS AND GHW
CONVERSION**

36.

Plaintiffs assert that their respective rights, interests and ownership in OTS and in The Will to Drill Joint Venture Agreement were converted in an unauthorized manner by and for the benefit of the Defendants, which has caused and continues to cause Plaintiffs to suffer significant economic losses and damages.

**SEVENTH CAUSE OF ACTION – AGAINST HOUGHTALING, OTS AND GHW
DETRIMENTAL RELIANCE**

37.

Plaintiffs assert that they relied on the representation of Houghtaling as their attorney, as a member of GHW and as CEO of OTS, to the detriment of Plaintiffs, which has caused and continues to cause Plaintiffs to suffer significant economic losses and damages.

**EIGHTH CAUSE OF ACTION – AGAINST HOUGHTALING, OTS AND GHW
CONSPIRACY**

38.

Plaintiffs assert that Defendants negligently conspired to convert the Plaintiffs' rights, interest and ownership in OTS and The Will to Drill Joint Venture Agreement for the sole benefit of the Defendants, which has caused and continues to cause Plaintiffs to suffer significant economic losses and damages.

**NINTH CAUSE OF ACTION – AGAINST HOUGHTALING, OTS AND GHW
ABUSE OF RIGHTS**

39.

Plaintiffs assert that Defendants abused their respective rights and authority to cause Plaintiffs harm for no legitimate motive (except greed) which abuse violates moral rules, good faith and/or elementary fairness for purposes other than what any right and/or authority was granted. Plaintiffs further assert that said abuse of rights has caused and continues to cause Plaintiffs to suffer significant economic losses and damages.

**TENTH CAUSE OF ACTION – AGAINST HOUGHTALING, OTS AND GHW
ABUSE OF PROCESS**

40.

Plaintiffs assert that the Defendants misused the legal process to obtain results not proper under the law for the sole benefit of the Defendants and to the detriment of the Plaintiffs, which has caused and continues to cause Plaintiffs to suffer significant economic losses and damages.

XYZ INSURANCE COMPANY

41.

At all pertinent times defendants, Houghtaling and GHW maintained a policy of insurance issued by XYZ Insurance Company for any and all acts of negligence, legal malpractice, errors & omissions and any and all claims in this matter that will provide coverage for Plaintiffs' respective damages as more fully set forth herein.

42.

Plaintiffs pray for a trial by jury on all issues so triable.

IV.

Plaintiffs supplement their Petition to supplement and amend their prayer for relief to read as follows:

“**WHEREFORE**, Plaintiffs, Spyridon C. Contogouris and Stephen A. Baldwin, pray that their First Supplemental and Amending Petition for Damages be deemed good and sufficient and that after due proceedings are had there be a judgment rendered herein in favor of Plaintiffs and against Defendants, Ocean Therapy Solutions, L.L.C., John W. Houghtaling, II and Gauthier, Houghtaling & Williams, LLP, and XYZ Insurance Company for any and all damages established at trial, plus any and all costs incurred by Plaintiffs in prosecuting this claim and for attorney's fees and for any and all other general and/or equitable relief to which Plaintiffs will otherwise be deemed entitled.”

V.

Plaintiffs supplement the caption of this action to read as follows: “Spyridon C. Contogouris and Stephen A. Baldwin v. Ocean Therapy Solutions, L.L.C., John W. Houghtaling, II and Gauthier, Houghtaling & Williams, LLP”.

Respectfully Submitted,

PALAZZO LAW FIRM

LEO J. PALAZZO (LA#22130)
732 Behrman Highway, Suites F&G
Gretna, Louisiana 70056
Telephone: (504) 433-1442

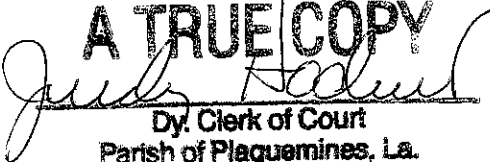
*Attorney for Plaintiffs, Spyridon C.
Contogouris and Stephen A. Baldwin*

PLEASE SERVE:

Ocean Therapy Solutions, LLC
Through its Agent for Service of Process
Mr. David R. Sherman
1 Galleria Blvd., Suite 1100
Metairie, Louisiana 70001

John W. Houghtaling, II
3500 N. Hullen Street
Metairie, Louisiana 70002

Gauthier, Houghtaling & Williams, LLP
3500 N. Hullen Street
Metairie, Louisiana 70002

A TRUE COPY

Dy. Clerk of Court
Parish of Plaquemines, La.

25th JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO. 58-703

DIVISION "B"

SPYRIDON C. CONTOGOURIS and STEPHEN A. BALDWIN

VERSUS

OCEAN THERAPY SOLUTIONS, L.L.C.

FILED

APR 29 2011

/s/ JUDY S. HODNETT

FILED: _____

DEPUTY CLERK

BY CLERK

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Spyridon C. Contogouris (hereinafter "Contogouris") and Stephen A. Baldwin (hereinafter "Baldwin") (Contogouris and Baldwin sometimes collectively referred to herein as "Plaintiffs"), who respectfully submit this Petition for Damages against Defendant, Ocean Therapy Solutions, L.L.C. (hereinafter "OTS"):

PARTIES

1.

Contogouris is a person of the full age of majority and domiciled in the Parish of Orleans, State of Louisiana.

2.

Baldwin is a person of the full age of majority and domiciled in the State of New York.

3.

Upon information and belief, OTS is a Louisiana limited liability company with its principal place of business in the Parish of Jefferson, State of Louisiana.

JURISDICTION AND VENUE

4.

Jurisdiction is vested in this Court as this controversy involves certain contractual agreement(s) confected in part by and between Plaintiffs and OTS in the Parish of Plaquemines, State of Louisiana for work to be performed by Plaintiffs, in part, in the Parish of Plaquemines, State of Louisiana.



5.

Venue is proper in this judicial district pursuant to Louisiana Code of Civil Procedure article 76.1 as the key negotiations in connection with execution of the aforesaid contractual agreement(s) took place in the Parish of Plaquemines and certain of the work to be performed pursuant thereto took place or was to take place in the Parish of Plaquemines.

BACKGROUND

6.

On April 17, 2010, a drilling rig known as DEEPWATER HORIZON exploded in the Gulf of Mexico, causing a massive oil spill. Earlier in his career, Contogouris had worked to market a centrifuge technology developed by actor Kevin Costner in the early 1990s. Contogouris felt that this technology could be of use to British Petroleum ("BP"), which had been designated by the U.S. Coast Guard as the responsible party charged with cleaning up the spill, and to that end, successfully negotiated to obtain exclusive marketing rights to the technology in the Gulf of Mexico. On May 13, 2010, Contogouris caused Ocean Therapy Solutions, LLC ("OTS") to be formed, and on that same date, signed the exclusive marketing contract with C.I.N.C. Industries, the company which had acquired the technology from Costner.

7.

Contogouris felt that bringing in other members in OTS would be indispensable to successfully marketing the technology to BP. He approached Costner and his business partner, Patrick Smith, about joining the company, as well as others, including John Houghtaling, a Metairie, Louisiana lawyer, and Frank Levy, an executive with experience in the oil industry. He also asked his friend, Stephen Baldwin, also an actor, to join as a member. The company was initially owned in the following percentages: Contogouris, 28%; Houghtaling, 21.5%; Westpac Resources, a limited liability company owned by Smith and Costner, 20%; Levy, 15%; Baldwin, 10%; and Francisco Valobra, 5%. In late May, 2010, Levy ceded his interest to Houghtaling and withdrew from the company. A copy of the Operating Agreement for OTS is attached as Exhibit "A".

8.

Costner subsequently sold all of his rights to the aforesaid technology as well as Costner's ownership in CINC to Bret Sheldon (hereinafter "Sheldon"), an individual domiciled in Nevada.

9.

OTS agreed to make certain commission payments to Contogouris in connection with Contogouris' efforts with regard to the Units including, but not limited to, Contogouris' marketing, advertising, licensing and selling of the Units, which OTS failed to do.

10.

In late May and early June, 2010, Costner, Houghtaling, and Smith advised plaintiffs that a cash call would be needed to fund the operations of the company. However, none of them could articulate why the cash call was necessary. Baldwin and Contogouris were asked to pay \$1.14 million to Westpac, ostensibly to fund OTS' operations or face dilution of their shares. In fact, the cash call was completely unnecessary and was being used as a device to pressure plaintiffs to sell their interest in OTS.

11.

On June 7, 2010, Costner, Smith and Houghtaling met with Doug Suttles, the point person for BP who was overseeing clean up operations. During this meeting, Suttles verbally committed to order \$52 million worth of centrifuge units from OTS, and signed a letter of intent indicating that BP would make an advance deposit of \$18 million in connection with the order. Although this advance deposit would make OTS self-funding and obviate the need for a cash call, Costner and Smith continued to tell Contogouris that he and Baldwin would have to make the \$1.14 million cash call or face dilution of their shares.

12.

Plaintiffs were excluded from this meeting. The next day, Costner and Smith told Contogouris that they had "no deal" with BP, and requested that Contogouris forward draft contracts pursuant to which he and Baldwin would sell their interest to Patrick Smith or his designee. Contogouris was told by Costner and Smith that Smith was in reality acquiring these units for Costner.

13.

On June 11, 2010, both plaintiffs signed agreements which would transfer their collective 38% interest to Smith or his designee upon receipt of payment for the price agreed on of \$1.9 million. A 10% deposit against the purchase price was made on that date. The balance was to be paid within seven days. See, Transfer, Withdrawal, Release and Indemnity Agreement, a copy of which is attached hereto as Exhibit "B"

14.

On June 12, 2010, BP issued a purchase order for \$52 million to OTS, which included a commitment to make an \$18 million advance deposit. On or about June 16, 2010, the deposit was wired to an unauthorized account created by Costner, Smith, or others working at their direction in Rabobank, N.A., a bank located in California. Upon receipt of the funds, OTS made an immediate multi-million dollar distribution to Houghtaling, Westpac and Valobra. Although both Contogouris and Baldwin were still members of OTS, since they had not received the balance of the purchase price, no distributions were made to them. Contogouris and Baldwin did not learn of these facts until July, 2010.

15.

On June 16, 2010, Smith notified plaintiffs that he had the balance of the purchase price. The balance was paid on June 18, and Contogouris and Baldwin signed the papers transferring their interest to Smith or his designee on that date. See, Assignment and Assumption of Membership Interest By and Between Contogouris and Smith, attached hereto as Exhibit "C" and Assignment and Assumption of Membership Interest By and Between Baldwin and Smith, attached hereto as Exhibit "D". The funds used to acquire the units came directly from the monies paid to OTS as part of the \$18 million deposit.

16.

On December 22, 2010, Plaintiffs instituted suit against Westpac, Smith, Costner and Rabobank, N.A. in the United States District Court for the Eastern District of Louisiana seeking, among other forms of relief, a rescission of the transfer of their respective ownership interests in OTS as set forth in the Agreement (hereinafter referred to as the "Federal Litigation"). This suit alleged fraud claims against Costner, Smith and Westpac Resources.

FIRST CAUSE OF ACTION

17.

Plaintiffs adopt, reallege, and incorporate the preceding allegations of this pleading as if copied herein *in extenso*.

18.

Upon information and belief, OTS made various unauthorized distributions to the members of OTS, beginning on or about June 11, 2010 through the present date. As set forth more fully herein, the Agreement and, thus, the transfer of Plaintiffs' respective membership interests in OTS, did not become effective until Friday, June 18, 2010 at 5:00 CDT, at the earliest; as such, Plaintiffs were shareholders of OTS at all times prior to, at the very earliest, Friday, June 18, 2010 at 5:00 p.m. CDT.

19.

Based on the foregoing, Plaintiffs are entitled to receive from OTS any and all dividends or distributions that would have been made to them as 38% owners of OTS at any time prior to the effective date of the transfer of Plaintiffs' respective membership interests in OTS, or such other reasonable compensation as may be due them.

20.

Alternatively, and to the extent the court in the Federal Litigation orders that the transfer of Plaintiffs' respective ownership interests in OTS as set forth in the Agreement be rescinded, Plaintiffs are entitled to receive from OTS any and all dividends or distributions that would have been made to them as 38% owners of OTS at any time, through and including the present date, or such other reasonable compensation as may be due them.

SECOND CAUSE OF ACTION

21.

Plaintiffs adopt, reallege, and incorporate the preceding allegations of this pleading as if copied herein *in extenso*.

22.

OTS agreed to make certain commission payments to Contogouris in connection with Contogouris' efforts with regard to the Units including, but not limited to, Contogouris' marketing, advertising, licensing and selling of the Units, which OTS failed to do.

23.

In the event the court in the Federal Litigation finds that the transfer of Contogouris' ownership interest in OTS as set forth in the Agreement be upheld, Contogouris is entitled to any and all unpaid commissions which are due and owing to him through and until the present date, or such other reasonable compensation as may be due him.

24.

Notwithstanding the foregoing, and even if the court in the Federal Litigation finds that the transfer of Contogouris' ownership interest in OTS as set forth in the Agreement be upheld, Contogouris is entitled to any and all unpaid commissions which were due and owing to him at any time prior to the effective date of the transfer of Contogouris' membership interest in OTS, or such other reasonable compensation as may be due him.

25.

Plaintiffs pray for a trial by jury on all issues so triable.

WHEREFORE, Plaintiffs, Spyridon C. Contogouris and Stephen A. Baldwin, pray that their Petition for Damages be deemed good and sufficient and that after due proceedings are had there be a judgment rendered herein in favor of Plaintiffs and against Defendant, Ocean Therapy Solutions, L.L.C., for any and all damages established at trial, plus any and all costs incurred by Plaintiffs in prosecuting this claim and for attorney's fees and for any and all other damages to which Plaintiffs will be deemed entitled.

Respectfully Submitted,

PALAZZO LAW FIRM

LEO J. PALAZZO (LA#22130)
DAVID D. BRAVO (LA #24313)
RENEE L. SWANSON (LA #33401)
732 Behrman Highway, Suites F&G
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Telephone: (504) 433-1442

*Attorney for Plaintiffs, Spyridon C.
Contogouris and Stephen A. Baldwin*

PLEASE SERVE:

Ocean Therapy Solutions, LLC
Through its Agent for Service of Process
Mr. David R. Sherman
1 Galleria Blvd., Suite 1100
Metairie, LA 70001

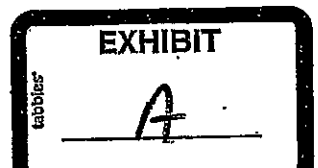
OPERATING AGREEMENT
OF
OCEAN THERAPY SOLUTIONS, L.L.C.

THIS OPERATING AGREEMENT (the "Agreement") is made and entered effective the 13th day of May, 2010, by and among Spyridon D. Contogouris, Stephen Baldwin, Franco Valobra, L & L Properties X, L.L.C., John Houghtaling, II, and WestPac Resources, L.L.C., a California limited liability company (collectively "the Members").

The parties to this Agreement have formed a limited liability company pursuant to the provisions of the Louisiana Limited Liability Company Law (the "LLC Law") and do hereby constitute themselves as the Members of the Company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the parties as follows:

1. Formation. The parties to this Agreement ratify the formation of a limited liability company under the name Ocean Therapy Solutions, L.L.C. (the "Company"), which shall be governed by its Articles of Organization and this Agreement.
2. Registered Office and Registered Agent. The registered office of the Company and the name and address of the registered agent for the Company shall be as set forth in the records of the Louisiana Secretary of State.
3. Purpose. The purposes for which the Company is formed are to invest in and own a Louisiana limited liability company named United Centrifuge of Louisiana, L.L.C. and to engage in any other lawful activity for which limited liability companies may be formed under the LLC Law.



4. Term. The Company shall have a term commencing when its separate existence began as provided under La. R.S. 12:1304C, and shall continue in perpetuity unless sooner terminated pursuant to the agreement of the Members on the terms of this Agreement.

5. Members and Percentage Interest. The names, addresses, and designations of the Members of the Company are as set forth on Exhibit A attached to and made a part of this Agreement. Each Member shall have a percentage interest ("Interest" or "Percentage of Interest") in the Company as set forth opposite its name on Exhibit A. Exhibit A shall be revised from time to time to accurately reflect the status of the Members.

6. Management.

6.1 The Members, acting by the vote or written consent of Members owning not less than sixty percent (60%) Percentage of Interest (a "Super Majority Vote"), shall have the exclusive right to manage the business of the Company.

6.2 By Super Majority Vote, the Members may delegate the authority to any Member or other named individual to act on any matter, for and on behalf of the Company, and to execute, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company, including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements, and financing statements pertaining to the Company's assets or obligations.

6.3 The Members shall have physical possession of the books and records of the Company, shall issue such notices, reports and advice as may, from time to time, be required or deemed advisable, and shall perform the necessary ministerial functions of the Company.

6.4 Meetings of the Members shall be held on not less than three (3) days' notice or on such shorter notice as may be mutually agreeable to the Members, on the call of any Members having thirty-three and one-third percent (33 $\frac{1}{3}$ %) or more Percentage of Interest in the Company.

Notice of the time and place of each meeting shall be given by direct oral communication or in writing (including by e-mail or telecopy) to each Member. A quorum needed for a meeting of the Members shall be comprised of Member(s) having sixty percent (60%) or more Percentage of Interest in the Company.

7. Restrictions on Members. No Member, without the Super Majority Vote of the Members, shall:

(a) Withdraw from the Company, or sell, assign, transfer, mortgage, or pledge his Interest in the Company;

(b) Assign, transfer, pledge, compromise, or release any claim of the Company except for full payment, or arbitrate or consent to the arbitration of any disputes or controversies involving the Company;

(c) Use the name, credit, or property of the Company for any purpose other than a proper Company purpose;

(d) Expand the business of the Company;

(e) Admit a new Member to the Company;

(f) Sell, exchange, or otherwise transfer all or substantially all of the assets of the Company or cause the merger of the Company with or into any other entity; or

(g) Dissolve and liquidate the Company.

8. Bank Accounts. All funds of the Company shall be deposited in Company checking or other bank accounts, subject to such authorized signatures as the Members may determine.

9. Miscellaneous.

9.1 Fiduciary Duty of Members. All Members agree that they owe a fiduciary duty to each other with respect to the business of the Company, including the Company's investment in United Centrifuge of Louisiana, L.L.C., and agree not to compete with the business of

the Company or the business of United Centrifuge of Louisiana, L.L.C. Each Member shall hold all information regarding such businesses confidential and shall not disclose such information to any third party other than (a) in connection with furthering the business of the Company or United Centrifuge of Louisiana, L.L.C. in good faith, or (b) to the Member's tax, legal, or other professional advisors for purposes of the Member's personal private business.. All Members agree not to enter into any business similar or related to the Company's business or the business of United Centrifuge of Louisiana, L.L.C. without offering each other Member a meaningful opportunity to participate.

9.2 Liability of the Members. No Member shall be liable, responsible, or accountable in damages or otherwise to any other Member or to the Company for any act or omission performed or omitted by him except for acts of gross negligence or intentional wrongdoing or breach of his fiduciary duty or his confidentiality obligations as set forth in Section 9.1.

9.3 Indemnification. The Company shall indemnify the Members for any act or omission performed or omitted by them for which they are not liable pursuant to Section 9.2 above to the fullest extent permitted by applicable law.

9.4 Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the successors and assigns of the Members.


9.5 Entire Agreement/ Amendment. This Agreement constitutes the entire understanding and agreement among the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as contained in this Agreement. This Agreement and the Company's Articles of Organization may not be amended or modified except by Super Majority Vote.

9.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

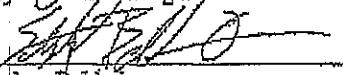
9.7 Submission of Jurisdiction. The Members irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement must be brought, if in a state court, in the Parish of Orleans, State of Louisiana, and if in a federal court, in the Eastern District of Louisiana. The Members by execution of this Agreement, expressly and irrevocably assent and submit to the personal jurisdiction of any such court in any such action or proceeding. The Members further irrevocably consent to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by mail. The Members hereby expressly and irrevocably waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or Forum Non Conveniens to any similar basis.

9.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together, constitute one and the same instrument, binding on the Members. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

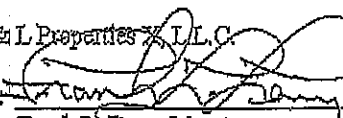
IN WITNESS WHEREOF, the Members acknowledge that this Agreement is their act, and that they have executed this Agreement effective the day and year first above written.

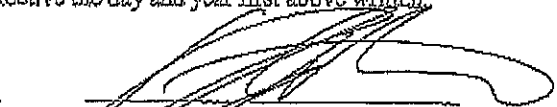


Spyridon C. Contogomis



Stephen Baldwin

L & L Properties X, L.L.C.

By: _____
Frank L. Levy, Manager



Franco Valera



Joku W. Houghtaling, II

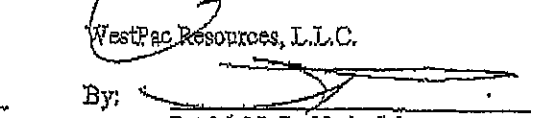
WestPac Resources, L.L.C.

By: _____
Patrick N. Smith, its Manager

EXHIBIT A
TO
OPERATING AGREEMENT
OF
OCEAN THERAPY SOLUTIONS, L.L.C.

<u>Member Name & Address</u>	<u>Percent of Interest</u>
Spyridon C. Contogouris 201 St. Charles Avenue, 45 th Floor New Orleans, LA 70130	28%
Stephen Baldwin 50 Piedmont Avenue, Suite L2 Nyack, NY 10960	10%
Franco Valobra 333 Royal Street New Orleans, LA 70130	5%
L & L Properties X, L.L.C. Suite 1280, 1615 Poydras Street New Orleans, LA 70112	15.5%
John W. Houghtaling, II 3500 N. Kullen Street Metairie, LA 70002	21.5%
WestPac Resources, L.L.C. Attention: Patrick N. Smith Suite 222, 629 State Street Santa Barbara, CA 93101	20%

TRANSFER, WITHDRAWAL, RELEASE AND INDEMNITY AGREEMENT

This Transfer, Withdrawal, Release and Indemnity Agreement (the "Agreement") is entered into by and among the Members of Ocean Therapy Solutions, L.L.C. ("OTS"), a Louisiana limited liability company, who execute the signature page of this Agreement (the "Signing Members"). This Agreement shall be effective when executed by Signing Members who own in the aggregate 60% or more Percent of Interest in OTS (the "Effective Date").

RECITALS

A. OTS was formed on May 10, 2010, by the filing of Articles of Organization with the Louisiana Secretary of State on that date.

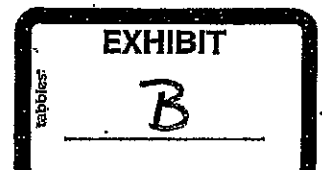
B. An Operating Agreement of OTS dated May 13, 2010 (the "Operating Agreement"), was signed by the original Members of OTS showing those Members and their percentage ownership of OTS to be as follows:

<u>Member Name</u>	<u>Percent of Interest</u>
Spyridon C. Contogouris ("Contogouris")	28%
Stephen Baldwin ("Baldwin")	10%
Franco Valobra	5%
L & L Properties X, L.L.C. ("L&L")	15.5%
John W. Houghtaling, II ("Houghtaling")	21.5%
WestPac Resources, L.L.C. ("WestPac")	20%

C. Subsequent to the execution of the Operating Agreement as set forth in Paragraph B above, that certain Transfer, Withdrawal, Release and Indemnity Agreement was entered into by and among the Members of OTS whereby L&L, acting through its manager, Frank L. Levy ("Levy"), transferred its 15.5% Percentage of Interest to Houghtaling and withdrew from OTS ("L&L Agreement"). As a result of the L&L Agreement, the percentage of ownership of OTS is as follows:

<u>Member Name</u>	<u>Percent of Interest</u>
Contogouris	28%
Baldwin	10%
Franco Valobra	5%
Houghtaling	37%
WestPac	20%

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D. OTS is a member managed limited liability company and the members, acting by the vote or written consent of Members owning not less than 60% Percentage of Interest (a "Super Majority Vote"), have the exclusive right to manage the business of OTS, including without limitation, the right to approve the transfer of a Member's Interest in OTS and the withdrawal of a Member from OTS.

E. Contogouris, acting on his own behalf, wishes to transfer his 28% Percentage of Interest to WestPac and to withdraw from OTS, and the Signing Members are willing to approve and consent to such transfer and withdrawal under the terms of this Agreement.

F. Baldwin, acting on his own behalf, wishes to transfer his 10% Percentage of Interest to Houghtaling and to withdraw from OTS, and the Signing Members are willing to approve and consent to such transfer and withdrawal under the terms of this Agreement.

G. Prior to the time the Articles of Organization of OTS were filed with the Louisiana Secretary of State, a series of negotiations were held and drafts of documents with varying provisions were prepared concerning the formation of a joint venture to develop a new oil cleanup business. Different names, different participants, different ownership percentages, and different provisions were proposed, and a document entitled "Joint Venture Agreement" dated May 7, 2010, was signed by the persons who are Members of OTS pertaining to an intent to develop a new oil cleanup business that was going to be called "Louisiana Centrifuge, LLC". The signatories to the Joint Venture Agreement terminated that document and in lieu thereof, the OTS Articles of Organization were prepared and filed and the Operating Agreement was executed. For purposes of this Agreement, all of the preliminary negotiations, actions, proposals, understandings, the Joint Venture Agreement dated May 7, 2010, and any other documents preceding the formation of OTS are deemed to comprise a "Proposed Joint Venture", which the parties agree was never consummated.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, the parties agree as follows:

1. Each of the Signing Members acknowledges, ratifies, and confirms that the Proposed Joint Venture has been terminated, including without limitation the cancellation and termination of the document entitled "Joint Venture Agreement" dated May 7, 2010 by and among the persons who are Members of OTS, and that no obligations, debts, or other liabilities between or among the Proposed Joint Venture or the signatories to such Joint Venture Agreement exist in connection with or as a result of any actions taken or omitted with respect to the Proposed Joint Venture. Each of the Signing Members specifically acknowledges, ratifies, and confirms that the "Non Competition Clause" contained in the "Joint Venture Agreement" dated May 7, 2010 is null and void.

2. At the Closing (as hereinafter defined), Contogouris will grant, bargain, sell, convey, assign, transfer, set over, and deliver to Smith or his designees Contogouris' 28% Percentage of Interest in OTS free and clear of all liens, claims, charges, security interests or other encumbrances whatsoever (the "Contogouris Transfer of Interest"). Each Signing Member hereby expressly consents to and approves the Contogouris Transfer of Interest.

3. In exchange for the Contogouris Transfer of Interest, as set forth in Paragraph 2 above, WestPac shall pay to Contogouris the sum of **ONE MILLION FOUR HUNDRED** (N0358607 -)

THOUSAND AND NO/100 (\$1,400,000.00) DOLLARS (the "Contogouris Interest Purchase Price"), which Contogouris Interest Purchase Price will be paid by Smith to Contogouris as follows: (a) the sum of One Hundred Forty Thousand Dollars (\$140,000) (the "Contogouris Deposit") will be paid by Smith to Contogouris by wire transfer to the trust account of King, Krebs and Jurgens, P.L.L.C., 228 St. Charles Avenue, New Orleans, Louisiana 70130, ABA Routing Number 065000171, Account Number 10014066847, for the benefit of Contogouris immediately upon execution of this Agreement by Contogouris, and (b) the balance of the Contogouris Interest Purchase Price (being \$1,260,000) will be paid by Smith to Contogouris at the "Closing" (as hereinafter defined and provided) by wire transfer to the Account.

Concurrently with the Closing, Contogouris will withdraw as a Member of OTS and each Signing Member hereby expressly consents to and approves such withdrawal.

5. At the Closing, Baldwin will grant, bargain, sell, convey, assign, transfer, set over, and deliver to Smith or his designees Baldwin's 10% Percentage of Interest in OTS free and clear of all liens, claims, charges, security interests or other encumbrances whatsoever (the "Baldwin Transfer of Interest"). Each Signing Member hereby expressly consents to and approves the Baldwin Transfer of Interest.

6. In exchange for the Baldwin Transfer of Interest, as set forth in Paragraph 5 above, Smith shall pay to Baldwin the sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS (the "Baldwin Interest Purchase Price"), which Baldwin Interest Purchase Price will be paid by Smith to Baldwin as follows: (a) the sum of Fifty Thousand Dollars (\$50,000) (the "Baldwin Deposit") will be paid by Smith to Baldwin by wire transfer to Account, for the benefit of Baldwin immediately upon execution of this Agreement by Baldwin, and (b) the balance of the Purchase Price (being \$450,000) will be paid by Smith to Baldwin at the Closing (as hereinafter defined and provided) by wire transfer to the Account.

7. Concurrently with the Closing, Baldwin will withdraw as a Member of OTS and each Signing Member hereby expressly consents to and approves such withdrawal.

8. The "Closing" for the completion of the Contogouris Transfer of Interest and the Baldwin Transfer of Interest shall occur no later than 5:00 p.m. CDT on Friday, June 18 2010 or such earlier date and at such time the parties may mutually agree (the "Closing Date"). The Closing shall take place at the office of Smith or such other location as Smith, Contogouris and Baldwin may mutually agree. At the Closing:

(a) Contogouris and Baldwin shall each deliver to Smith or his designee:

(i) two (2) original signed counterparts of Assignment and Assumption of Membership Interest in the form attached hereto as Exhibit A ("Assignment"); and

(ii) any additional documents reasonably necessary to the proper consummation of the transactions contemplated hereunder.

(b) Smith shall deliver to Contogouris:

(i) the balance of the Contogouris Interest Purchase Price (\$1,260,000);

and

{N0358607 -}

[Handwritten signature]
Account of
Spyros C.
Contogouris
Bank of America
Routing No. 1220066
Acct # 0134666115
Sunset overbank
Branch
9021 W. Sunset Bl.
West Hollywood,
CA.
90069
ATTN: M. Kirkman
310 777
2765

(ii) two (2) original signed counterparts of the Assignment executed by Smith or his designees; and

(iii) any additional documents reasonably necessary to the proper consummation of the Contogouris Transfer of Interest.

(c) Smith shall deliver to Baldwin:

(i) the balance of the Baldwin Interest Purchase Price (\$50,000); and

(ii) two (2) original signed counterparts of the Assignment executed by Smith or his designees; and

(iii) any additional documents reasonably necessary to the proper consummation of the Baldwin Transfer of Interest.

9. As of the Closing, each of the Signing Members, other than Contogouris and Baldwin (the "Remaining Members"), and OTS releases, waives, and forever discharges Contogouris, Baldwin and any of their heirs, administrators, executors, employees, agents, servants, successors, assigns and attorneys, including, but not limited to, King, Krebs and Jurgens, P.L.L.C., Timothy S. Madden, Esq. and Monica J. Manzella, Esq. (collectively "Released Parties") from any and all membership obligations for OTS, financial and otherwise, obligations arising under the Proposed Joint Venture Agreement, financial and otherwise, claims, demands, proceedings, causes of action, orders, obligations, contracts, agreements, debts and liabilities whatsoever, losses, obligations, damages, penalties, judgments, costs and expenses (including attorney's fees) of whatever nature, whether known or unknown, suspected or unsuspected, both at law and in equity (collectively referred to as the "Claims"), that such Signing Member or OTS now has or has ever had against the Released Parties arising out of any matter, cause or event occurring on or prior to the date of this Agreement, which claims relate to or are in connection with (a) the organization and operation of OTS (including without limitation, the OTS Articles of Organization and the Operating Agreement and all contracts, agreements, or arrangements entered into by or on behalf of OTS) and (b) the Proposed Joint Venture and any actions taken, negotiations held, or proposals made with respect to the Proposed Joint Venture. OTS and the Signing Members further agree to release the Released Parties from any and all obligations arising in connection with the Operating Agreement including, but not limited to, any and all non-competition agreement(s) contained therein.

10. As of the Closing, Contogouris releases, waives, and forever discharges each of the Remaining Members and any of their heirs, administrators, executors, employees, agents, servants, members, managers, officers, directors, successors, assigns and attorneys (collectively the "Releasees") from any and all Claims that Contogouris now has or has ever had against the Remaining Members and any of the Releasees arising out of any matter, cause, or event occurring on or prior to the date of this Agreement, which Claims relate to or are in connection with (a) the organization and operation of OTS (including without limitation, the OTS Articles of Organization and the Operating Agreement and all contracts, agreements, or arrangements entered into by or on behalf of OTS), (b) the Proposed Joint Venture and any actions taken, negotiations held, or proposals made with respect to the Proposed Joint Venture and (c) any and all claims Contogouris has or may have against OTS, WestPac or any of its members or managers, including, but not limited to, Kevin Costner, for reimbursement of any past commissions and/or expenses.

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11. As of the Closing, Baldwin releases, waives, and forever discharges each of the Remaining Members and each of the Releasees from any and all Claims that Baldwin now has or has ever had against the Remaining Members and any of the Releasees arising out of any matter, cause, or event occurring on or prior to the date of this Agreement, which Claims relate to or are in connection with (a) the organization and operation of OTS (including without limitation, the OTS Articles of Organization and the Operating Agreement and all contracts, agreements, or arrangements entered into by or on behalf of OTS), and (b) the Proposed Joint Venture and any actions taken, negotiations held, or proposals made with respect to the Proposed Joint Venture.

12. OTS shall indemnify, defend, protect and hold the Released Parties harmless from and against any and all Claims of whatever nature for which Claims relate to or are in connection with (a) the organization and operation of OTS (including without limitation, the OTS Articles of Organization and the Operating Agreement and all contracts, agreements, or arrangements entered into by or on behalf of OTS) and (b) the Proposed Joint Venture and any actions taken, negotiations held, or proposals made with respect to the Proposed Joint Venture.

13. In addition to the foregoing consideration, OTS further agrees to pay Contogouris certain commission payments in the amount of 5% of the gross proceeds generated in connection with the sale and/or rental of any and all CINC units and related technology to any and all customers that Contogouris registers in writing with the prior agreement and approval of OTS, in its sole discretion ("Contogouris Customers"). Contogouris agrees to be responsible for any and all expenses incurred in connection with the sales and/or rental efforts to any Contogouris Customers as set forth herein. Contogouris further reserves the right to assign any and all rights conferred in this Paragraph 12 to a nominee of his own choosing, subject to the limitations set forth in this Paragraph 12.

14. In the event any Remaining Member of OTS does not sign this Agreement (each such Member, a "Non-signing Remaining Member") and does not grant the Released Parties the release and waiver set forth in Paragraph 8 above, WestPac and Houghtaling jointly agree to indemnify, defend, protect and hold harmless the Released Parties from and against any Claims of whatever nature made by such Non-signing Remaining Member directly or derivatively against the Released Parties that would have been released and waived if such Non-signing Remaining Member had signed this Agreement, including any claim against Contogouris and/or Baldwin related to the "Non Competition Clause" contained in the "Joint Venture Agreement" dated May 7, 2010.

15. The Remaining Members of OTS acknowledge and confirm, that within seven (7) days of the Execution of this Agreement, that OTS will file the appropriate paperwork with the Louisiana Secretary of State to evidence the transfer of Contogouris' membership interest to WestPac, the transfer of Baldwin's membership interest to Houghtaling and the withdrawal of Contogouris and Baldwin, respectively, as members of OTS. To the extent required, Contogouris and Baldwin will execute and deliver to OTS any documents necessary to reflect the withdrawal of Contogouris and Baldwin from OTS.

16. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

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17. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

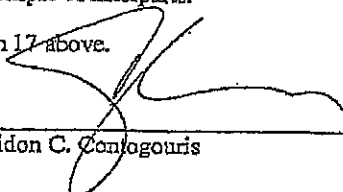
18. This Agreement shall only become effective upon the execution of this Agreement by Members of OTS who own in the aggregate 60% or more Percent of Interest in OTS.

19. Except as expressly provided in this Agreement, all the terms and conditions of the Operating Agreement shall remain in full force and effect as to the Remaining Members only. This agreement shall have no effect on the Articles of Organization or operating agreement of United Centrifuge of Louisiana, L.L.C., a Louisiana limited liability company formed on May 13, 2010.

20. This Agreement may be signed in multiple counterparts.

Thus done effective as provided in Paragraph 17 above.

June 11, 2010
Date



Spyridon C. Contogouris

Date

Stephen Baldwin


Date

Franco Valobra

Date

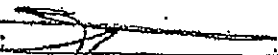
John W. Houghtaling, II

6/11/2010
Date

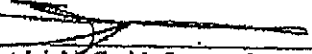
WestPac Resources, L.L.C.
By: 

Patrick N. Smith, its Manager

Date: 6/11/2010

OCEAN THERAPY SOLUTIONS, LLC
By: 
Name: PATRICK SMITH
Its: COO

6/11/2010
Date



Patrick N. Smith (buyer of Contogouris
Membership Interest and Baldwin Membership
Interest)

JUN-12-2010 02:25 AM ECMS

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P. 2

17. This Agreement shall be governed by the contract in accordance with the law of the State of Louisiana.

18. This Agreement shall only become effective upon the execution of this Agreement by Members of LTR, the purchase of shares of LTR, and the approval of the Board of Directors of LTR.

19. Except as expressly provided in this Agreement, all the terms, conditions of the Operating Agreement shall remain in full force and effect as to the Remaining Members only. This agreement shall have no effect on the Operating Agreement of LTR, a Louisiana limited liability company, formed on May 13, 2004.

20. This Agreement may be signed in multiple counterparts.

This document is effective as provided in Paragraph 19 hereof.

Date
6/11/2010

Signature
Stephen Baldwin

Date

Signature
John W. Houglinton III

Date
6/11/2010

Signature
Patrick N. Smith, Sr. Manager

Date
6/11/2010

OCEAN TERRAPY SOLUTIONS, L.L.C.

Signature
Patrick N. Smith

Date
6/11/2010

Signature
Patrick N. Smith (Buyer of Crotchons Membership Interest)

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

18. This Agreement shall only become effective upon the execution of this Agreement by Members of OTS who own in the aggregate 60% or more Percent of Interest in OTS.

19. Except as expressly provided in this Agreement, all the terms and conditions of the Operating Agreement shall remain in full force and effect as to the Remaining Members only. This agreement shall have no effect on the Articles of Organization or operating agreement of United Centrifuge of Louisiana, L.L.C., a Louisiana limited liability company formed on May 13, 2010.

20. This Agreement may be signed in multiple counterparts.

Thus done effective as provided in Paragraph 17 above.

Date

Spyridon C. Contogouris

Date

Stephen Baldwin

Date

Franco Valobra

6/11/2010

Date

John W. Houghtaling, II

6/11/2010

Date

WestPac Resources, L.L.C.

By: _____
Patrick N. Smith, its Manager

OCEAN THERAPY SOLUTIONS, LLC

Date: 6/11/2010

By: _____
Name: Patrick Smith
Its: COO

6/11/2010

Date

Patrick N. Smith (buyer of Contogouris
Membership Interest and Baldwin Membership
Interest)

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

18. This Agreement shall only become effective upon the execution of this Agreement by Members of OTS who own in the aggregate 60% or more Percent of Interest in OTS.

19. Except as expressly provided in this Agreement, all the terms and conditions of the Operating Agreement shall remain in full force and effect as to the Remaining Members only. This agreement shall have no effect on the Articles of Organization or operating agreement of United Centrifuge of Louisiana, L.L.C., a Louisiana limited liability company formed on May 13, 2010.

20. This Agreement may be signed in multiple counterparts.

Thus done effective as provided in Paragraph 17 above.

Date

Spyridon C. Contogouris

Date

Stephen Baldwin

Date

Franco Valobra

6/11/2010

Date

John W. Houghtaling, II

6/11/2010

Date

WestPac Resources, L.L.C.

By: _____
Patrick N. Smith, its Manager

OCEAN THERAPY SOLUTIONS, LLC

Date: 6/11/2010

By: _____

Name: PATRICK SMITH

Its: COO

6/11/2010

Date

Patrick N. Smith (buyer of Contogouris
Membership Interest and Baldwin Membership
Interest)

Jun 18 10 10:10a Franco

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006/006

06/18/2010 10:19 FAX 5044588824

Law Offices

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

18. This Agreement shall only become effective upon the execution of this Agreement by Members of OTE who own in the aggregate 50% or more Percent of Interest in OTE.

19. Except as expressly provided in this Agreement, all the terms and conditions of the Operating Agreement shall remain in full force and effect as to the Remaining Members only. This agreement shall have no effect on the Articles of Organization or operating agreement of United Centrifuge of Louisiana, L.L.C., a Louisiana limited liability company formed on May 19, 2010.

20. This Agreement may be signed in multiple counterparts.

Thus done effective as provided in Paragraph 17 above.

Date

Spyridon C. Costopoulos

Date

Stephen Baldwin

6-17-10

Date

Frank Valchra

6/11/2010

Date

John W. Snow (Baldwin)

6/11/2010

Date

WestPac Resources, L.L.C.

By: Patrick M. Smith, its Manager

OCEAN THERAPY SOLUTIONS, LLC

Date: 6/11/2010

By:

Name: Patrick Smith

Its: COO

6/11/2010

Date

Patrick M. Smith (buyer of Costopoulos

Membership Interest and Baldwin Membership Interest)

{N0338607 -}

Assignment and Assumption of Membership Interest

Spyridon C. Contogouris ("Seller") hereby assigns and transfers one hundred percent (100%) of Seller's twenty-eight percent (28%) limited liability company membership interest in and to Ocean Therapy Solutions, LLC, a Louisiana limited liability company ("OTS"), to Patrick N. Smith, of his designee ("Buyer"). Buyer hereby accepts such assignment and transfer. This Assignment and Assumption is effective immediately. The Assignment and Assumption of the Membership Interest provided for herein is made in accordance with and is subject to the terms and provisions contained in that certain Transfer, Withdrawal, Release and Indemnity Agreement between Buyer and Seller executed by the parties on June 11, 2010.

This Assignment may be executed in counterparts, and signatures may be delivered and exchanged by facsimile, pdf, electronic mail or other electronic means, each of which will be deemed to be and may be used for all purposes as an original, but all of which, taken together, will constitute one and the same document.

Executed on June 18, 2010.

SELLER:



Spyridon C. Contogouris

BUYER:

Patrick N. Smith




Assignment and Assumption of Membership Interest

Stephen Baldwin ("Seller") hereby assigns and transfers one hundred percent (100%) of Seller's ten percent (10%) limited liability company membership interest in and to Ocean Therapy Solutions, LLC, a Louisiana limited liability company ("OTS"), to Patrick N. Smith, of his designee ("Buyer"). Buyer hereby accepts such assignment and transfer. This Assignment and Assumption is effective immediately. The Assignment and Assumption of the Membership Interest provided for herein is made in accordance with and is subject to the terms and provisions contained in that certain Transfer, Withdrawal, Release and Indemnity Agreement between Buyer and Seller executed by the parties on June 11, 2010.

This Assignment may be executed in counterparts, and signatures may be delivered and exchanged by facsimile, pdf, electronic mail or other electronic means, each of which will be deemed to be and may be used for all purposes as an original; but all of which, taken together, will constitute one and the same document.

Executed on June 17, 2010.

SELLER:



Stephen Baldwin

BUYER:

Patrick N. Smith



EXHIBIT C



333 S. Wabash Ave, Chicago, Illinois 60604

Cindy Dobbins

Claims Specialist

Telephone: 312-822-3731

Facsimile: 866-419-6308

Internet: cindy.dobbins@cna.com

June 16, 2011

VIA E-MAIL

VIA CERTIFIED MAIL

Chuck Jouandot
Gauthier Houghtaling & Williams LLP
3500 North Hullen Street
Metairie , LA 70002

Re: Insured: Gauthier Houghtaling & Williams LLP
Claimant: Spyridon C Contogouris Et Al
Policy No.: LAW-268085507
Claim No.: LW108452
Carrier: Continental Casualty Company

Dear Mr. Jouandot:

Thank you for taking the time to speak to me and discussing Continental Casualty Company's ("Continental") coverage position in this matter.

Continental acknowledges that we are in receipt of the lawsuit entitled *Spyridon C Contogouris Et Al v Ocean Therapy Solutions LLC* . Continental has considered the availability of coverage for this matter under Lawyers Professional Liability Policy No. LAW-268085507, issued to Gauthier Houghtaling & Williams LLP ("the Firm") for the policy period of February 3, 2011 to February 3, 2012 on a claims made and reported basis (the "Policy"). As you were advised, this will confirm that there is no coverage for this matter as presented. Following is Continental's coverage position.

The Petition alleges that Mr. Houghtaling was involved in forming two joint ventures in connection with the BP oil spill and clean up, Ocean Therapy Solutions ("OTS") and The Will to Drill Joint Venture. Plaintiffs allege that Mr. Houghtaling , who was initially named CEO of OTS, owned a 21.5% interest in OTS which later increased to 38% after settlement of litigation involving another party of which plaintiffs were unaware. Plaintiffs further allege that Mr. Houghtaling represented that he was acting as Plaintiffs' attorney-in-fact in connection to both ventures. Plaintiffs allege that Mr. Houghtaling and the Firm committed malpractice. Allegations include, but are not limited to, conflict of interest, adverse business transactions, self dealing, and negligent misrepresentation. Plaintiffs also make various allegations against Mr. Houghtaling in his capacity as an OTS member.

Continental has carefully reviewed the first amended petition and the Policy and has concluded

that there is no coverage available for this matter. Exclusion F bars coverage for claims based on or arising out of an insured's capacity as an officer, director, shareholder, partner, manager, member or trustee of any entity not named in the Policy's Declarations. Exclusion H bars coverage for claims based on or arising out of legal services performed for an entity not named in the Declarations, if at the time of the act or omission, the percentage of ownership in such entity by an insured exceeded 10%.

Therefore, pursuant to Exclusion F, the allegations against Mr. Houghtaling in his capacity as CEO of OTS, an entity not named in the Policy's Declarations, and not an "insured," as defined by the Policy, are not covered claims.

Continental also denies coverage under Policy exclusion H to the extent the First Amended Petition alleges Mr. Houghtaling performed legal services for OTS, , as Mr. Houghtaling's interest in OTS exceeded 10%.

Based on the above, we regret to inform you that there is no coverage for this claim and neither a defense nor indemnity will be provided. You may wish to engage counsel, at your own expense, to protect your interests in this matter.

Continental continues to reserve all of its rights under the Policy and applicable law.

If you disagree with Continental's conclusion that no coverage is available for this matter, please submit an explanation of your position, and we will promptly review any such submission to determine whether it alters our analysis of this matter. Likewise, if you have any questions about Continental's position, please contact me.

Very truly yours,

Cindy Dobbins

Cindy Dobbins
Claims Specialist

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Louisiana

CONTINENTAL CASUALTY COMPANY

Plaintiff

v.

Gauthier, Houghtaling & Williams, LLP, et al.

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Gauthier, Houghtaling & Williams, LLP
3500 N. Hullen Street
Metairie, LA 70002

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

David S. Daly
Allen & Gooch
3900 N Causeway Blvd
Suite 1450
Metairie, LA 70002

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Louisiana

CONTINENTAL CASUALTY COMPANY

Plaintiff

v.

Gauthier, Houghtaling & Williams, LLP, et al.

Defendant

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

John W. Houghtaling II
4717 St. Charles Avenue
New Orleans, LA 70115

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

David S. Daly
Allen & Gooch
3900 N Causeway Blvd
Suite 1450
Metairie, LA 70002

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Louisiana

CONTINENTAL CASUALTY COMPANY

Plaintiff

v.

Gauthier, Houghtaling & Williams, LLP, et al.

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Spyridon C. Contogouris
15 Muirfield Place
New Orleans, LA 70131

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

David S. Daly
Allen & Gooch
3900 N Causeway Blvd
Suite 1450
Metairie, LA 70002

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

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This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
Eastern District of Louisiana

CONTINENTAL CASUALTY COMPANY

Plaintiff

v.

Gauthier, Houghtaling & Williams, LLP, et al.

Defendant

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Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Stephen A. Baldwin
71 Old Mountain Road South
Nyack, NY 10960

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

David S. Daly
Allen & Gooch
3900 N Causeway Blvd
Suite 1450
Metairie, LA 70002

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

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_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: