

**DIV. H**  
JUDGE  
GLENN B. ANSARDI

**TWENTY-FOURTH JUDICIAL DISTRICT COURT**

**PARISH OF JEFFERSON**

**STATE OF LOUISIANA**

**DOCKET NUMBER:** 714-179

**DIVISION:**

**CITY OF KENNER**

**CODED**

**VERSUS**

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2012 APR 27 AM 11:04  
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PARISH OF JEFFERSON, LA

**TIM RADA, FORREST "BUCKY" LANNING, RALPH S. WHALEN, JR.,  
AND THE KENNER CONVENTION AND VISITOR'S BUREAU**

**PETITION FOR A TEMPORARY RESTRAINING ORDER,  
INJUNCTIVE RELIEF, TO PIERCE THE CORPORATE VEIL OF THE  
KENNER CONVENTION AND VISITOR'S BUREAU, FOR  
DAMAGES AND FOR OTHER RELIEF**

NOW INTO COURT, through undersigned counsel comes your Plaintiff, the City of Kenner (Kenner), a political subdivision in the Parish of Jefferson, the State of Louisiana, and respectfully avers the following:

1.

Made defendants to this Petition of Intervention are:

1. **Tim Rada**, a person of the full age of majority who is domiciled in the Parish of Jefferson, State of Louisiana; and,
2. **Forrest "Bucky" Lanning**, a person of the full age of majority who is domiciled in the State of Louisiana;
3. **The Kenner Convention and Visitor's Bureau "KCVB"**, domiciled in the State of Louisiana, Parish of Jefferson and incorporated in accordance with state law; and
4. **Ralph S. Whalen, Jr.**; a person of the full age of majority who is domiciled in the State of Louisiana.

2.

The City of Kenner (Kenner) executed a three year contract with the Kenner Convention and Visitor Bureau (KCVB) in which KCVB agreed to promote the city and enhance visitation and tourism in the City of Kenner. In return, the City of Kenner paid the Bureau fifty thousand dollars (\$50,000.00) annually. By the terms of the contract, KCVB would use the \$50,000 solely for the expenses of trade show fees, booth costs at trade shows, the printing or mailing of brochures, marketing material, advertising charges or other similar matters. (Contract is attached as Exhibit A.) all in accordance with City of Kenner Ordinance 9980. (Ordinance is attached as Exhibit B.)

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3.

In August of 2009 Kenner and KCVB executed another contract in which the KCVB was contracted to plan and organize a "Lake Town Festival" on November 7, 2009. The parties also agreed that the Bureau would hold all funds derived from the benefit and not dispose of any of the funds without express written authorization from Kenner. This contract further provided that KCVB would keep an accurate account of these funds. (Contract and its April 15, 2010 Amendment are attached as Exhibit C1 and C2 respectively.)

4.

In addition to the funds the KCVB received as detailed above, KCVB also received tax revenue which was dedicated by the legislature to KCVB for the purpose of enhancing tourism and visitation to the City of Kenner. This tax is commonly known as the Hotel/Motel tax and is codified as La. R.S. 47: 338.203. As a result of this legislation, Kenner paid the KCVB approximately \$179, 817.00 for the fiscal year 2010/2011.

5.

In June of 2011 Kenner's Internal Auditor began an audit of KCVB. The internal audit found that the KCVB had not held a board meeting for at least two years which was a violation of its own bylaws. The internal audit further found that KCVB exercised poor accounting and business practices; did not generate any reports or accounting of how public money was kept or spent; made expenditures without the board's knowledge or approval; commingled public funds with private funds and converted public funds for personal use by officers, employees and the Director; traditionally gave a payoff to Lanning from commingled funds; paid Lanning's daughter from the commingled funds without approval of the board; awarded Rada a Christmas bonus from the commingled funds in violation of the contracts between Kenner and KCVB. The audit found that the general members of the board were misled and misinformed throughout the years.

6.

A meeting was held with Kenner officials and Mr. Tim Rada, Executive Director of the Bureau, on June 27, 2011. During the meeting it was learned that over thirty thousand dollars a year had been given to Mr. Forrest Bucky Lanning from KCVB funds for "many years". Mr. Rada also advised that Lanning did not have a contract with the KCVB.

7.

On July 1, 2011 a follow up meeting was scheduled so that Mr. Rada could bring more records to validate the expenditure of funds to promote Kenner. Rada turned over a small amount of information and did deliver a check made payable to the City of Kenner in the amount of \$8,

274.39. Rada advised that the check represented what was left in the Lake Town Festival account. Subsequently, the KCVB stopped payment of the check.

8.

Based on information and belief, Lanning abused his position as president of the board of directors for the purpose of fraud and self dealing. Lanning misled board members and City officials for self enrichment. Lanning took KCVB/Kenner funds for services he did not perform. Lanning violated state statutes that regulate ethical behavior for persons put in position to oversee public funds. Lanning's actions constitute theft of public funds and public contract fraud. Lanning has converted Kenner funds for his own personal use. He has enriched himself as well as his daughter. Lanning did not perform his duties in concert with or in consideration of the KCVB bylaws.

9.

Based on information and belief, Rada abused his position as Executive Director by making illegal unauthorized payments to Lanning as well as himself and other employees. Rada also allowed payments to be made to Lanning and others in violation of the contracts between Kenner and KCVB. Rada allowed public and corporate funds to be commingled and converted to private use. Additionally, Rada has converted the \$8, 274.39 check which was represented to be the balance left as a result of the Festival funds when he stopped payment on the \$8,274.39 check given to Kenner as detailed above.

10.

Based on information and belief, the Kenner Convention and Visitor's Bureau is a corporation organized in accordance with the laws and statutes of the State of Louisiana. The Bureau was operated by a Board of Directors and an Executive Director. During the existence of the corporation, officers and employees engaged in unethical and fraudulent practices. Said actions of the corporation's employees have damaged the City of Kenner. The KCVB, as a corporate entity is liable to the City of Kenner for any acts and/or omissions of its officers and employees. As a result of the above practices the corporate veil of KCVB should be pierced to hold Tim Rada and Forrest Bucky Lanning personally liable for Kenner's damages.

11.

Based on the information obtained by Kenner during its audit, Kenner is due any and all monies paid to the KCVB, which have not been expended in the manner expressed in the Corporate bylaws. The bylaws dictate that no money can be expended without prior approval of the Board of Directors. Since the Board of Directors has not met in the two previous years, Kenner demands the return of all money paid to the KCVB for the last two years. Additionally Kenner demands the \$8,274.39 that Rada admitted was owed Kenner and actually issued payment by

check which he eventually stopped payment on.

12.

Based on information, it is believed that Ralph S. Whalen, Jr. is holding, in trust, a minimum of \$8,274.39 which was represented by Rada to be the balance owed Kenner in their Lake Town Festival Funds account, more fully set out above.

13.

Considering the substantial likelihood of Kenner prevailing in this action, the threat and danger of irreparable harm to Kenner if Tim Rada, Forrest Bucky Lanning and/or KCVB (hereafter referred to as KCVB defendants) are not immediately enjoined, and the fact that KCVB defendants engaged in conduct reprobated by law and the contracts between Kenner and KCVB, Kenner seeks immediate protection and relief in the form a Temporary Restraining Order, and subsequent preliminary injunction:

- (A) enjoining KCVB defendants, and enjoining any and all acting in concert with them from in any manner whatsoever from spending, using, transferring, assigning or delivering any of the proceeds derived as a result of the aforementioned contracts and legislation;
- (B) affirmatively ordering KCVB defendants and anyone acting in concert with them to immediately disclose to plaintiff and to this Honorable Court the location, and custodian of any and all funds belonging to Kenner, including the names of banks and bank account numbers where such funds may have been deposited;
- (C) affirmatively ordering any bank an/or financial institution which receives notice of this Order and which holds accounts deposit boxes, assets or funds in the names of or for the benefit of Tim Rada, Forrest Bucky Lanning and/or KCVB, to immediately freeze any and all such accounts, deposit boxes or other assets and to disclose to plaintiff and to this Honorable Court the location, account numbers and other identifying information for such assets, all pending further orders of this Court;
- (D) affirmatively ordering KCVB defendants and anyone acting in concert with them to immediately deposit in the registry of this Honorable Court any monies belonging to Kenner;

- (E) affirmatively ordering KCVB defendants and anyone acting in concert with them to immediately provide plaintiff and this Honorable Court with a complete and itemized invoice and accounting of proceeds derived as the aforementioned contracts and legislation; and,
- (F) enjoining Ralph S. Whalen, Jr, and enjoining any and all acting in concert with him from in any manner whatsoever from spending, using, transferring, assigning or delivering any of the proceeds held by him on behalf of KCVB defendants;
- (G) affirmatively ordering Ralph S. Whalen Jr. and anyone acting in concert with him to immediately disclose to plaintiff and to this Honorable Court the location, and custodian of any and all funds at issue in this litigation, including the names of banks and bank account numbers where such funds may have been deposited.

***Prayer***

**ACCORDINGLY**, City of Kenner prays that after a hearing hereon, City of Kenner, the Court find in its favor by:

1. Granting the City of Kenner any and all relief to which it may be entitled under law and contract;
2. Casting KCVB defendants for all sums due the City of Kenner under the arrangement set forth in the applicable legislation and under contracts between the parties;
3. Casting KCVB defendants for all damages and losses sustained by plaintiff because of defendants' breach of contract and unlawful conversion of Kenner's funds;

**ADDITIONALLY**, City of Kenner prays that a Temporary Restraining Order issue, and in due course a Preliminary Injunction issue, per the Temporary Restraining Order filed herewith;

**ADDITIONALLY**, City of Kenner prays that this Court find all KCVB defendants jointly and severally liable and for this Court to pierce the Corporate Veil of KCVB finding Rada and Lanning personally and jointly and severally liable .

**ADDITIONALLY**, City of Kenner prays for judgment awarding it compensatory and punitive damages against the KCVB defendants, jointly and severally.

**AND ADDITIONALLY**, City of Kenner prays for further relief and Orders of Court as may be just and proper, and that KCVB defendants be cast for all costs, including attorneys' fees, as may be allowed by law or contract, as well as for all general and equitable relief.

Respectfully Submitted,



KEITH CONLEY, (LSBA# 28328)  
FRANCINE WEAKER (LSBA#18520)  
CHRISTOPHER WEDDLE (LSBA# 29475)  
1801 Williams Boulevard Bldg. C Suite 100  
Kenner, LA 70062  
Telephone: (504) 468-4080  
Facsimile: (504) 466-4514

Please serve:

1. Tim Rada  
903 Williams Blvd.  
Kenner, LA 70062
2. Forrest Bucky Lanning  
14119 Highway 450  
Franklington La. 70438
3. The Kenner Convention and Visitors Bureau through  
Tim Rada  
903 Williams Blvd.  
Kenner, LA 70062
4. Ralph S. Whalen, Jr.  
1100 Poydras Street  
Suite 2950  
New Orleans, LA 70163