

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA  
STATE OF LOUISIANA**

**GAUTHIER, HOUGHTALING  
& WILLIAMS, L.L.P.**

**Plaintiff**

V.

**RAM AIRCRAFT, L.P. AND  
AERO PREMIER JET CENTER, LLC.**

**Defendants**

\*  
\*  
\*  
\*  
\*  
\*  
\*

**CIVIL ACTION NUMBER:**

**JUDGE**

**MAGISTRATE**

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**NOTICE OF REMOVAL**

TO: THE HONORABLE JUDGES OF THE EASTERN DISTRICT OF LOUISIANA:

Defendant, RAM Aircraft, L. P. (“RAM”) files this notice of removal of this case from the Civil District Court for Orleans Parish, State of Louisiana, in which it is now pending, to the United States District Court for the Eastern District of Louisiana, and, to the extent required, reserves any and all rights, objections, defenses and exceptions. Title 28 U.S.C. §1446 requires that a short and plain statement of the grounds for removal accompany any notice of removal. As a basis for removal, RAM respectfully represents that removal to this Honorable Court is proper for the following reasons:

1.

Gauthier, Houghtaling & Williams, L. L. P. (“GHW”) commenced this action by filing a Petition for Damages (“Petition”) entitled “*Gauthier, Houghtaling & Williams, L. L. P. v. RAM Aircraft, L. P. and Aero Premier Jet Center, LLC*” on June 19, 2012 in the Civil District Court for the Parish of Orleans, State of Louisiana, bearing Docket No. 12-06026-D. GHW alleges it sustained damages as a result of the sale of a defective aircraft engine. GHW demanded a jury.

2.

GHW served certified copies of its Petition and discovery requests to RAM, through the Louisiana Long Arm Service, on June 22, 2012. A copy of the affidavit of Long Arm Service is attached as Exhibit 1.

3.

GHW served its Petition on Aero Premier Jet Center, LLC (“Aero Premier”) on June 22, 2012.

4.

This Notice of Removal is filed within thirty days of formal service of the Petition on RAM on June 22, 2012, as required by 28 U.S.C. § 1446(b). *Murphy Brothers, Inc. v. Michetti Pipe Stringing, Inc.*, 526 U. S. 344, 354, 119 S.Ct. 1332, 1328-29 (1999).

5.

Pursuant to 28 U.S.C. § 1446(a), a copy of all pleadings, process and orders that have been served on RAM are attached as Exhibit 2 which includes, namely, the Petition, Citation and discovery requests. A copy of the affidavit of Long Arm Service on RAM is separately attached as Exhibit 1.

#### **Diversity of Citizenship**

6.

This action may be removed because the Court has diversity of citizenship jurisdiction pursuant to 28 U.S.C. § 1332.

7.

28 U.S.C. § 1332 provides in pertinent part that “[t]he district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between ...citizens of different States.”

8.

Diversity jurisdiction is defined in terms of the citizenship of the parties to the suit. 28 USC. § 1332 (a); 13E Wright, Miller & Cooper § 3611.

9.

In determining whether complete diversity exists, the citizenship of a limited partnership is determined by the citizenship of the limited and general partners. *Carden v. Arkoma Associates*, 494 U.S. 185, 110 S. Ct. 1015, 108 L. Ed. 2d 157, 16 Fed. R. Serv. 3d 756 (1990); *Harvey v. Grey Wolf Drilling Co.*, 542 F. 3d 1077, 1079-80 (5<sup>th</sup> Cir. 2008). *Summit Alliance Fin. LLP v. Bowman*, 2011 U.S. Dist. LEXIS 69432 (N.D. Tex. June 7, 2011); *Passavant Mem'l Area Hosp. Ass'n v. Lancaster Pollard & Co.*, 2012 U.S. Dist. LEXIS 46590 (C.D. Ill. Apr. 2, 2012).

10.

Defendant RAM is not incorporated, and does not have a principal place of business in Louisiana. RAM was and is a limited partnership with partners incorporated in the State of Nevada, with principal places of business in Waco, Texas and Carson City, Nevada. RAM's partners were and are citizens of the States of Nevada and Texas both at the time that GHW's state suit was filed and at the time of removal. Therefore, RAM is a citizen of Nevada and Texas.

11.

Plaintiff, GHW, was and is a Louisiana limited liability partnership. Upon information obtained from the Louisiana Secretary of State and GHW's website, GHW has 3 member partners all of whom were and are citizens of the State of Louisiana, both at the time of filing of GHW's state suit and at the time of removal. See documents from the Louisiana Secretary of State attached as Exhibit 3.

12.

At the time GHW commenced its state court action, and at the time of Removal, GHW was and remains diverse in citizenship from RAM. 28 U. S. C. §1332.

13.

Although Aero Premier is a named and served defendant and is a Louisiana limited liability company which does business in Orleans Parish, its citizenship must be disregarded because it is fraudulently or improperly joined.<sup>1</sup> However, to the extent that it may be necessary or appropriate to do so, Aero Premier consents to the removal of GHW's state court action. See Aero Premier's consent to removal attached as Exhibit 4.

14.

It is well settled that the citizenship of a fraudulently/improperly joined party will be ignored for purposes of determining diversity jurisdiction. See, *Salazar v. Allstate Tex. Lloyd's, Inc.* 455 F.3d 571, 574 (5th Cir. 2006), *Travis v. Irby*, 326 F.3d 644, 648 (5th Cir. 2003) (*citing*

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<sup>1</sup> The U.S. Court of Appeals for the Fifth Circuit suggested that the term "improper joinder" is now favored over the traditionally used "fraudulent joinder" but is unclear to what extent the new nomenclature will be followed. Compare *Smallwood v. Illinois Central RR Co.*, 385 F.3d 568, 571 and n.1 (5th Cir. 2004) and *Gray v. Beverly Enterprises-Miss.-Inc.*, 390 F.3d 400 (5<sup>th</sup> Cir.2004).

*Great Plains Trust Co. v. Morgan Stanley Dean Witter & Co.*, 313 F.3d 305, 312 (5th Cir. 2002)); *Ross v. Citifinancial, Inc.*, 344 F.3d 458, 462 (5<sup>th</sup> Cir. 2003)("there must be a *reasonable* possibility of recovery, not merely a *theoretical* one.") (emphasis in original); *Burden v. General Dynamics Corp.*, 60 F.3d 213, 217 (5th Cir. 1995); *Cavallini v. State Farm Mutual Auto Ins. Co.*, 44 F.3d 256 (5th Cir. 1995); *Jernigan v. Ashland Oil Inc.*, 989 F.2d 812, 815-16 (5th Cir.), *cert. denied*, 114 S.Ct. 192 (1993); *Carriere v. Sears, Roebuck & Co.*, 893 F.2d 98 (5th Cir.), *cert. denied*, 111 S.Ct. 60 (1990).

15.

"Fraudulent joinder" does not require proof of fraud. *See, e.g., Burden*, 60 F.3d at 217. Rather, a defendant claiming fraudulent/improper joinder must show either that the plaintiff cannot establish the alleged cause of action against the non-diverse defendant in state court or that plaintiff has pled jurisdictional facts solely to bring the case in state court. *Id.* at 216. In *Burden*, the court found an "utter lack of record evidence" that plaintiffs could meet all the criteria for a claim against the non-diverse defendant and, therefore, found fraudulent joinder. *Id.* at 220. *See also, Larroquette v. Cardinal Health 200, Inc.*, 466 F.3d 373, 376 (5th Cir. 2006) ("We have further explained the second test as an inquiry into whether the defendant has demonstrated that there is no possibility of recovery by the plaintiff against an in-state defendant, which stated differently means that there is no reasonable basis for the district court to predict that the plaintiff might be able to recover against an in-state defendant." "In applying [this] test, [courts] ordinarily conduct a Rule 12(b)(6)-type analysis, looking initially at the allegations of the complaint to determine whether, under state law, the complaint states a claim against the in-state defendant." *Id.*).

16.

GHW alleges in its Petition ¶ 17 that “RAM repeatedly expressed its view that the problems with the engine were caused by negligence on the part of defendant Aero Premier, which either failed to properly diagnose the problems reported by GWH or lacked sufficient skill or ability to effect the necessary repairs. Its negligence in this regard caused GHW to incur damages and losses described above. Aero Premier is therefore solidarily liable along with RAM for all such damages and losses.” Petition at ¶ 17.

17.

To state a cause of action for negligence, in Louisiana, “a plaintiff must allege that: (1) the defendant owed her a duty; (2) the defendant breached that duty; (3) the defendant's breach of its duty was the cause in fact of the plaintiff's damages; (4) the defendant's actions were the legal cause of the plaintiff's damages; and (5) the plaintiff suffered actual damages.” *Stall v. State Farm Fire and Cas. Co.*, 08-0649 (La. App. 4 Cir. 10/29/08); 995 So. 2d 670, 674 (“In the instant case, Ms. Stall has failed to allege that HRI owed her a duty. As such, Ms. Stall has failed to make a prima facie case for negligence against HRI.”). Significantly, if a plaintiff does not allege that the defendant “owed it a duty,” he has not stated a valid cause of action for negligence. *Id.*

18.

GHW failed to allege in its petition that Aero Premier owed it a duty, breached that duty; or that the breach of duty was the cause in fact of GHW's damages. GHW's failure to allege the necessary elements of negligence under Louisiana law prevents GHW from making a prima facie case of negligence against Aero Premier. GHW has therefore not stated a valid cause of action for negligence against Aero Premier and cannot establish a cause of action against Aero Premier under the allegations in the petition at the time of the filing of the removal. *Compare*

Petition ¶ 14 wherein plaintiff alleges each of the prima facie elements of negligence against RAM *with* Petition ¶ 17 wherein plaintiff does not allege each of the prima facie elements of negligence against Aero Premier.

19.

Aero Premier has been improperly joined by Plaintiff in an effort to defeat diversity jurisdiction.

20.

Accordingly, complete diversity of citizenship exists among the parties.

#### **Amount In Controversy**

21.

“(2) If removal of a civil action is sought on the basis of the [diversity], the sum demanded in good faith in the initial pleading shall be deemed to be the amount in controversy, except that – (A) the notice of removal may assert the amount in controversy if the initial pleading seeks-(ii) a money judgment, but the State practice either does not permit demand for a specific sum or permits recovery of damages in excess of the amount demanded; and (B) removal of the action is proper on the basis of an amount in controversy asserted under subparagraph (A) if the district court finds, by the preponderance of the evidence, that the amount in controversy exceeds the amount specified in section 1332(a).” 28 U. S. C. § 1446 (c) (2)(A).

22.

The amount in controversy, exclusive of interest and costs, exceeds \$75,000, although an exact amount of damages is not specifically plead in the Petition. “[A] case may be removed unless it ‘appear[s] to a legal certainty that the claim is really for less than the jurisdictional

amount.” *Marcel v. Pool Co.*, 5 F.3d 81, 84 (5th Cir. 1993), quoting *St. Paul Mercury Indemnity Co. v. Red Cab Co.*, 58 S.Ct. 586, 590 (1938), and also quoting *Asociacion Nacional v. Dow Quinicade Columbia*, 988 F.2d 559, 564 (5th Cir. 1993).

23.

The nature of the claim and the extent of damages sought in the Petition clearly demonstrate that Plaintiff seeks damages in excess of \$75,000. Plaintiff alleges in the Petition that it is entitled to the purchase price of an engine, the costs of repairs, maintenance costs incurred at times when the airplane was not available for use, insurance costs on the plane, salaries for the pilot and other personnel, hangar fees, lost charter opportunities and losses caused by the inability of Plaintiff to sell the airplane. Petition, ¶ 11. Plaintiff requests a jury and brings a claim “for its attorneys fees ...and for all general and equitable relief to which it may be entitled.” Petition, Prayer for Relief. See *Luckett v. Delta Airlines, Inc.* 171 F. 3d 295, 298 (5<sup>th</sup> Cir. 1999) (though complaint did not specify specific amount, it was evident that damages exceeded jurisdictional amount when complaint sought recovery of property damage, travel expenses, medical bills, pain and suffering and humiliation).

24.

In post petition correspondence, GHW, through its managing partner, estimated its claim against RAM in excess of \$75,000. See attached correspondence dated July 3, 2012 attached as Exhibit 5 (“I am gathering my damages for the court but they are into the six figures”). See *Addo v. Globe Life &Acc. Ins.*, 230 F. 3d 759, 761-762 (5<sup>th</sup> Cir. 2000) (post complaint correspondence not filed in court used to ascertain that a case became removable).



25.

In a Notice of Removal filed in the United States District Court for the Western District of Texas, Waco Division, Plaintiff estimated its claim against RAM in excess of \$75,000. See Plaintiff's Notice of Removal attached as Exhibit 6.<sup>2</sup>

26.

While RAM expressly denies that GHW's claims or allegations in this lawsuit have any merit, that GHW is owed any amount of damages or is entitled to any recovery, or that GHW's recitation of the facts in its Texas Notice of Removal (Exhibit 6) or attached Affidavit (Exhibit "6") or post-complaint correspondence (Exhibit 5) are accurate, the test for determining whether diversity jurisdiction exists is the amount Plaintiff has placed "in controversy" whether or not Plaintiff's claims actually have any merit. In accordance with 28 U. S. C. § 1446(c) (2)(B) and (3)(A), RAM submits that the preponderance of the evidence shows that the amount in controversy exceeds \$75,000 and that removal is proper.

27.

Accordingly, the amount in controversy requirement of 28 U.S.C. § 1332 is more than satisfied.

28.

RAM's time to answer or to move with respect to Plaintiff's original petition has not expired. Pursuant to Rule 81(c) of the Federal Rules of Civil Procedure, RAM must "answer or present other defenses or objections under [the Federal Rules] within the longest of these

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<sup>2</sup> Plaintiff estimated its claim against RAM in excess of \$75,000 on p. 3, ¶10 of the Affidavit of John W. Houghtaling II, submitted as Exhibit D to Plaintiff's Notice of Removal attached hereto as Exhibit 6.

periods: (A) 21 days after the receiving –through service or otherwise- a copy of the initial pleading...(B) 21 days after being served with the summons for an initial pleading on file at the time of summons; or (C) 7 days after the notice of removal is filed."<sup>3</sup>

29.

Pursuant to this Notice of Removal, this Court should assume original jurisdiction over this case. The United States District Court for the Eastern District of Louisiana is the federal district embracing the Civil District Court for Orleans Parish, where the suit was originally filed.<sup>4</sup> Venue, therefore, is proper in this District under 28 U.S.C. § 1441(a).

30.

RAM certifies by signature of undersigned counsel, pursuant to Federal Rule of Civil Procedure 11, that to the best of its knowledge, information and belief formed after reasonable inquiry, the bases for removal are justified.

**WHEREFORE**, defendant, RAM Aircraft, L. P. hereby requests that this above action be removed from the docket of the Civil District Court for Orleans Parish, State of Louisiana, to this Honorable Court on or about this 18th day of July, 2012, pursuant to 28 U.S.C. § 1441 and 1446.

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<sup>3</sup> Federal Rules of Civil Procedure 81(c).

<sup>4</sup> 28 U.S.C. § 98(c)

Respectfully submitted,

/s/Tarak Anada

William J. Joyce T.A. (#18970)  
Tarak Anada (#31598)  
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and

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Telephone No.: 225-248-2092  
Facsimile No.: 225-248-3092  
[mcrosby@joneswalker.com](mailto:mcrosby@joneswalker.com)

Attorneys for RAM Aircraft, L.P.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing Notice of Removal has been served on all counsel of record via electronic mail on this 18th day of July, 2012, to be followed by U.S. mail on the 19<sup>th</sup> day of July, 2012.

/s/ Tarak Anada

Tarak Anada  
Attorney for RAM Aircraft, L.P.

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

FILED

2012 JUN 26 P 12:02

GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P.

Plaintiff

v.

RAM AIRCRAFT, L.P., and AERO PREMIER JET CENTER, LLC

Defendants

§ § § § § § § § § § §

CIVIL ACTION NO. 2012-06026

DIVISION: D

SECTION: 16

JURY DEMANDED

CIVIL DISTRICT COURT

AFFIDAVIT OF SERVICE

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

MELISSA PIERCE

who, after being first duly sworn, did depose and state:

That on June 20, 2012, she shipped via Federal Express, postage prepaid, a certified copy of the Petition and Discovery Requests in the above matter, properly addressed, to RAM Aircraft, L.P. through Robin E. Baird, requesting confirmation of the delivery and has now received the attached confirmation receipt from Federal Express indicating that certified copies of the Petition and Discovery Requests were received by the addressee, that she herewith makes this affidavit pursuant to the provisions of the Louisiana Long Arm Statute, La. R.S. 13:3201, et. seq.

*Melissa Pierce*  
MELISSA PIERCE

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 25<sup>th</sup> DAY OF JUNE, 2012.

*Frederick W. Bradley*  
NOTARY PUBLIC

FREDERICK W. BRADLEY  
NOTARY PUBLIC  
Parish of Orleans, State of Louisiana  
LSBA 3374  
My Commission is issued for Life.

EXHIBIT  
1

FILED  
Clerk  
6/27/12 AD

**Melissa Pierce**

**From:** trackingupdates@fedex.com  
**Sent:** Friday, June 22, 2012 9:42 AM  
**To:** Melissa Pierce  
**Subject:** FedEx Shipment 798531579899 Delivered

**FILED**  
2012 JUN 26 P 12:02  
CIVIL DISTRICT COURT

This tracking update has been requested by:

**Company Name:** Gauthier, Houghtaling & Williams  
**Name:** Frederick Bradley  
**E-mail:** [melissa@ghwlegal.com](mailto:melissa@ghwlegal.com)

Our records indicate that the following shipment has been delivered:

**Reference:** GHW v RAM  
**Ship (P/U) date:** Jun 20, 2012  
**Delivery date:** Jun 22, 2012 9:15 AM  
**Sign for by:** T.ZINK  
**Delivery location:** Waco, TX  
**Delivered to:** Shipping/Receiving  
**Service type:** FedEx 2Day  
**Packaging type:** FedEx Envelope  
**Number of pieces:** 1  
**Weight:** 0.50 lb.  
**Special handling/Services:** Adult Signature Required  
Deliver Weekday  
**Tracking number:** [798531579899](https://www.fedex.com/track/798531579899)

Shipper Information	Recipient Information
Frederick Bradley	Robin E. Baird, Esq.
Gauthier, Houghtaling & Williams	RAM Aircraft, L.P.
3500 North Hullen Street	7505 Karl May Drive
Metairie	Waco
LA	TX
US	US
70002	76708

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:20 AM CDT on 06/22/2012.

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above, or visit us at [fedex.com](http://fedex.com).

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Thank you for your business.

FILED  
2012 JUN 26 P 12:02  
CIVIL  
DISTRICT COURT

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

FILED  
JUL 19 2 46

GAUTHIER, HOUGHTALING  
& WILLIAMS, L.L.P.

Plaintiff

CIVIL ACTION NO. 12-6026

v.

RAM AIRCRAFT, L.P., and  
AERO PREMIER JET CENTER, LLC

Defendants

JURY DEMANDED

**D** SECTION 16

**JURY**

PETITION

The plaintiff herein, Gauthier, Houghtaling and Williams, L.L.P., a Louisiana limited liability partnership domiciled in Jefferson Parish, Louisiana, presents the following claims against the defendants named below.

Defendants

1. Named as defendants herein are the following: (1) RAM Aircraft, L.P. ("RAM"), a Texas limited partnership whose principal office and place of business is located in Waco, Texas, and (2) AeroPremier Jet Center, LLC ("AeroPremier"), a limited liability company with its principal place of business located this State and Parish.

Jurisdiction and Venue

2. This Court has subject matter jurisdiction over the matters alleged herein.

Personal jurisdiction over RAM exists pursuant to the Louisiana "long arm" statute, La. R.S. 13:3201 et seq. Personal jurisdiction over AeroPremier exists because that company is organized under the laws of this State and does business in this State and Parish. Venue is proper in this Court because the plaintiff sustained injury in this Parish and because AeroPremier is domiciled in this Parish. The named defendants are liable *in solido* for the damages claimed in this suit by the plaintiff.

Factual Background

3. GHW purchased two new aircraft engines from RAM on or about June 25, 2008. During the course of discussions prior to the sale, RAM represented to GHW that the engines would have a functioning life expectancy of at least 1,800 hours between overhauls. Based on these assurances, the engines were installed in an airplane owned by GHW which, to the

EXHIBIT  
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VERIFIED  
Regina Crockett  
Deputy Clerk  
6-19-12

defendants' knowledge, was based in this State and Parish.

4. On or about July 10, 2010, GHW's aircraft was brought to AeroPremier for service on the right propeller. The problem was diagnosed as having been caused by low oil pressure in the right engine. The engine had logged only 380 hours. Repairs were attempted by AeroPremier and the costs were borne by defendant RAM.

5. On or about August 16, 2010, the plane was returned to service. There were similar problems again and the plane was brought in to AeroPremier for service on or about August 27, 2010, to again repair the right propeller, due to low oil pressure in the right engine.

6. On or about July 18, 2011, the plane was brought in for a third repair on the right propeller, again due to low oil pressure in the right engine.

7. On December 20, 2011, the plane was brought in for a fifth repair to the right propeller due to low oil pressure in the right engine.

8. On or about January 14, 2012, the pilot noted that the right engine was very slow to develop proper, adequate and safe oil pressure.

9. In May, 2012, the aircraft annual service and inspection was conducted by Innovative Turbine Aircraft Solutions, who thereafter advised GHW that the aircraft could not pass the annual inspection due to continuous oil pressure problems in the right engine. Their letter advised that recent oil analysis reports "have warned of high tin content" and stated further that in a "span of 240.4 hours the RH prop latch has broken 5 times. R & D Propeller stated that a lack of engine oil pressure would be a likely cause for the prop's locks to break so many times." The author concluded that the problems were the result of "the assembly or overhaul" of the right engine, which had been accomplished by RAM.

10. From May 21, 2012 forward, the aircraft has been grounded and is unsafe to fly due to the ongoing problems with the defective engine sold to GHW by RAM.

11. GHW has not yet quantified the exact amount of the damages and losses it has sustained as a result of the sale to it of the defective engine, but they would include at the very least: the purchase price of the engine, the costs of repairs, maintenance costs incurred at times when the airplane was not available for use, insurance costs on the plane, salaries for the pilot and other personnel, hangar fees, lost charter opportunities, and losses caused by the inability of GHW to sell the airplane due to its defective condition. All of these losses and damages were incurred by GHW as a result of the sale of the defective engine to GHW by RAM.



### **Breach of Warranty**

12. The defendant RAM made express warranties about the condition and life of the engine as described above. These warranties formed an integral part of the bargain between GHW and RAM. The aircraft engine manufactured and sold by RAM was defective and therefore not of the quality expressly warranted by RAM.

13. Defendant RAM knew or had reason to know that GHW relied upon RAM's representations in purchasing the aircraft engine. It knew further that GHW would not have purchased the engine if it had known of its defective condition. Defendant RAM's breach of warranty proximately caused GHW's damages and losses.

### **Negligence**

14. Defendant RAM had a duty to provide a safe aircraft engine free of defects to GHW. It breached this duty by selling GHW an engine which it knew or should have known was defective. RAM's breach of this duty was the actual and proximate cause of GHW's damages and it is therefore liable for all such damages.

### **Redhibition**

15. The engine manufactured and sold by defendant RAM was defective within the meaning of Louisiana law. *See* La. Civil Code arts. 2520 *et seq.* The defective condition of the engine rendered it useless to GHW, or, in the alternative, its use so inconvenient that there is a legal presumption that GHW would not have bought the engine had it known of the defect. Having refurbished the engine prior to its sale to GHW, RAM occupies the position of a manufacturer under Louisiana law and is therefore deemed to have known of all defects in the engine. It is regarded as a seller in "bad faith" under Louisiana law and is responsible for all damages, expenses, and losses, including attorney's fees, permitted under La. Civil Code art. 2545.

16. The existence of the defect gives GHW the right to obtain rescission of the sale from defendant RAM and to recover all reasonable expenses which were occasioned by the sale and incurred for the preservation of the thing. These "expenses" would include the losses to GHW described above. GHW alleges further that it is entitled to its reasonable attorney's fees, costs and expenses incurred in the prosecution of this suit, as well as legal interest.

### **Negligent Repair**

17. RAM repeatedly expressed its view that the problems with the engine were

caused by negligence on the part of defendant AeroPremier, which either failed to properly diagnose the problems reported by GWH or lacked sufficient skill or ability to effect the necessary repairs. Its negligence in this regard caused GWH to incur the damages and losses described above. AeroPremier is therefore liable solidarily, along with RAM, for all such damages and losses.

**Jury Trial**

18. GWH is entitled to a trial by jury on all issues presented herein and, pursuant to Article 1733A of the Louisiana Code of Civil Procedure, makes formal demand that this case be tried to a jury.

**WHEREFORE**, Plaintiff GWH prays for judgment against the defendants *in solido* for all damages and economic losses resulting from the sale of and/or negligent repairs to the engine that is the subject of this lawsuit. GWH prays further for its attorney's fees, costs, and expenses, as well as legal interest, and for all other general and equitable relief to which it might be entitled.

Respectfully submitted,

Gauthier Houghtaling & Williams, LLP

By: 

John W. Houghtaling, II (La. Bar 25009)  
Frederick W. Bradley (La. Bar 3374)  
3500 North Hullen Street,  
Metairie, Louisiana 70002  
Tel: (504) 456-8600  
Fax: (504) 456-8624

*Attorneys for Plaintiff,  
Gauthier, Houghtaling & Williams, LLP*

**PLEASE SERVE** (with a certified copy of Discovery Requests)

- (1) RAM Aircraft, L.P., to be served pursuant to La. R.S. 13:3204 via commercial courier.  
Robin E. Baird  
RAM Aircraft, L.P.  
7505 Karl May Drive  
Waco, Texas 76708

**PLEASE SERVE**

- (2) AeroPremier Jet Center, LLC, to be served through its agent for service of process:  
Keith Holcomb  
6401 Stars and Stripes Blvd.  
New Orleans, Louisiana 70126

ATTORNEY'S NAME: Bradley, F. Rick 03374  
 AND ADDRESS: 201 St. Charles Avenue, 45th. Floor  
 New Orleans LA 70170

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
 STATE OF LOUISIANA

NO: 2012 -- 06026 1 DIVISION: D SECTION: 16

GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P. VERSUS RAM AIRCRAFT, L.P. ET AL

CITATION - LONG ARM

TO: RAM AIRCRAFT, L.P.  
 THROUGH:  
 to be served pursuant to La. R.S. 13:3204 via commercial courier, Robin E.  
 Beard RAM AIRCRAFT,  
 l.p  
 7505 KARL MAY DRIVE  
 Waco TX 76708

YOU HAVE BEEN SUED:

You must either comply with the demand contained in the petition  
 PETITION W/DISCOVERY

a certified copy of which accompanies this citation, or file an answer or other legal pleading in the office of the Clerk of this Court, Room 402, Civil Courts Building, 421 Loyola Avenue, New Orleans, LA, within thirty (30) days after the filing in the record of the affidavit of the individual attesting to the manner of delivery made through the "Long Arm Statute" under penalty of default

ADDITIONAL INFORMATION

Legal assistance is advisable. If you want a lawyer and can't find one, you may call the New Orleans Lawyer Referral Service at 504-561-8828. This Referral Service operates in conjunction with the New Orleans Bar Association. If you qualify, you may be entitled to free legal assistance through the New Orleans Legal Assistance Corp. You may call them at 800-624-4771 or 504-525-4431.

\*\*\*\*\*COURT PERSONNEL ARE NOT PERMITTED TO GIVE LEGAL ADVICE\*\*\*\*\*

IN WITNESS HEREOF, I have hereunto set my hand and affix the seal of the Civil District Court for the Parish of Orleans, State of LA June 19, 2012

Clerk's Office, Room 402, Civil Courts  
 421 Loyola Avenue  
 New Orleans, LA

DALE N. ATKINS, Clerk of  
 The Civil District Court  
 for the Parish of Orleans  
 State of LA

by [Signature]  
 Deputy Clerk

SHERIFF'S RETURN

(for use of process servers only)

PERSONAL SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ served a copy of the w/i petition  
 PETITION W/DISCOVERY

On  
 RAM AIRCRAFT, L.P.

THROUGH:

Returned same day

No.

Deputy Sheriff of \_\_\_\_\_

Mileage: \$ \_\_\_\_\_

PAPER

RETURN

SERIAL NO.

DEPUTY

PARISH

DOMICILIARY SERVICE

On this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ served a copy of the w/i petition  
 PETITION W/DISCOVERY

On  
 RAM AIRCRAFT, L.P.

THROUGH:

by leaving same at the dwelling house, or usual place of abode, in the hands of \_\_\_\_\_  
 a person of suitable age and discretion residing therein as a member of the domiciliary establishment, whose name and other facts connected with this service I learned by interrogating HIM / HER the said \_\_\_\_\_  
 RAM AIRCRAFT, L.P.

being absent from the domicile at time of said service.

Returned same day

No.

Deputy Sheriff of \_\_\_\_\_

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

GAUTHIER, HOUGHTALING	§	
& WILLIAMS, L.L.P.	§	
	§	
Plaintiff	§	CIVIL ACTION NO. _____
	§	
v.	§	
	§	
RAM AIRCRAFT, L.P., and	§	
AERO PREMIER JET CENTER, LLC	§	
	§	
Defendants	§	JURY DEMANDED
	§	

**DISCOVERY REQUESTS**

NOW INTO COURT, through its undersigned counsel, comes the plaintiff, Gauthier, Houghtaling & Williams, LLP, and pursuant to Articles 1457, 1462, and 1466 of the Louisiana Code of Civil Procedure, propounds the following interrogatories, requests for production of documents, and requests for admissions of fact on defendant RAM Aircraft, L.P.

**Definitions**

Within these discovery requests, the following words are defined as follows:

- a. "GHW" means the plaintiff, Gauthier, Houghtaling and Williams, LLP.
- b. "You" or "your" means the defendant RAM Aircraft, L.P.
- c. The "engine" means the engine described in the Petition filed herein, which engine was sold by defendant RAM Aircraft, L.P. to GHW.

**Interrogatories**

- 1. Identify all documents that discuss or reference (a) the engine sold by you to GHW; (b) work performed by you or at your request on the engine subsequent to the sale; (c) any mechanical problems with the engine.
- 2. Identify all documents that reflect negotiations and/or discussions with GHW (or any of its representatives) relative to the sale of engines to GHW.
- 3. Identify the persons employed by or associated with RAM who are most knowledgeable concerning (a) the acquisition of the engine by RAM; (b) the warranty and service history of the engine; (c) any representations made by RAM to GHW concerning the capabilities of the engine.
- 4. If any other persons have reported problems that are similar to those encountered by GHW with respect to this engine, (a) identify the person or persons, (b) identify the engine or

engines at issue, (c) identify all documents in which there is any discussion or analysis of the reported problems, (d) identify the person at RAM who is most knowledgeable concerning the nature of the problems.

5. If you have any explanation or theory as to the nature of the problem reported by GHW with respect to the engine, set forth in specific detail the facts that support your explanation or theory.

6. Identify all documents that relate to or discuss the substance of any communications you have had with respect to the engine with AeroPremier Jet Transport.

**Request for Production of Documents**

1. Produce all documents identified, or that you are required to identify, in your answers to the foregoing interrogatories.

2. Produce all documents that refer, relate or pertain to the malfunction of the type of engine at issue in this suit due to low oil pressure.

3. Produce all documents that refer, relate or pertain to allegations in any lawsuit that RAM manufactured and/or sold a defective and/or negligently overhauled engine.

**Request for Admissions**

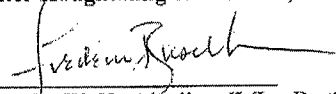
1. Admit that Rick Roper and/or Robin Baird scheduled a conference call with John Houghtaling for Monday, June 11, 2012 at 5pm.

2. Admit that Rick Roper and/or Robin Baird had a conversation with John Houghtaling on Friday June 8, during which one or both of them represented to and agreed with Mr. Houghtaling that no litigation would be commenced prior to the conference call scheduled for Monday, June 11, 2012 at 5pm.

3. Admit that Rick Roper and/or Robin Baird, acting on behalf of RAM Aircraft, L.P., breached the agreement with Mr. Houghtaling by filing a lawsuit against GHW on Friday, June 8, 2012.

Respectfully submitted,

**Gauthier Houghtaling & Williams, LLP**

By: 

John W. Houghtaling, II (La. Bar 25009)  
Frederick W. Bradley (La. Bar 3374)  
3500 North Hullen Street,  
Metairie, Louisiana 70002  
Tel: (504) 456-8600  
Fax: (504) 456-8624

*Attorney for Plaintiff  
Gauthier, Houghtaling & Williams, LLP*

A TRUE COPY  
DEPUTY CLERK, CIVIL DISTRICT COURT  
PARISH OF ORLEANS  
STATE OF LA.

Tom Schedler  
Secretary of State

State of Louisiana  
Secretary of State



**COMMERCIAL DIVISION**  
225.925.4704

Fax Numbers  
225.932.5317 (Admin. Services)  
225.932.5314 (Corporations)  
225.932.5318 (UCC)

Name	Type	City	Status
GAUTHIER, HOUGHTALING & WILLIAMS, LLP	Registered Limited Liability Partnership	METAIRIE	Active

**Previous Names**

GAUTHIER, HOUGHTALING AND WILLIAMS L.L.P. (Changed: 4/11/2011)

**Business:** GAUTHIER, HOUGHTALING & WILLIAMS, LLP

**Charter Number:** 36994119 Y

**Registration Date:** 3/12/2009

**State Of Origin:**

**Domicile Address**

3500 N. HULLEN STREET  
METAIRIE, LA 70002

**Mailing Address**

3500 N. HULLEN STREET  
METAIRIE, LA 70002

**Status**

**Status:** Active

**Registered:** 3/12/2009

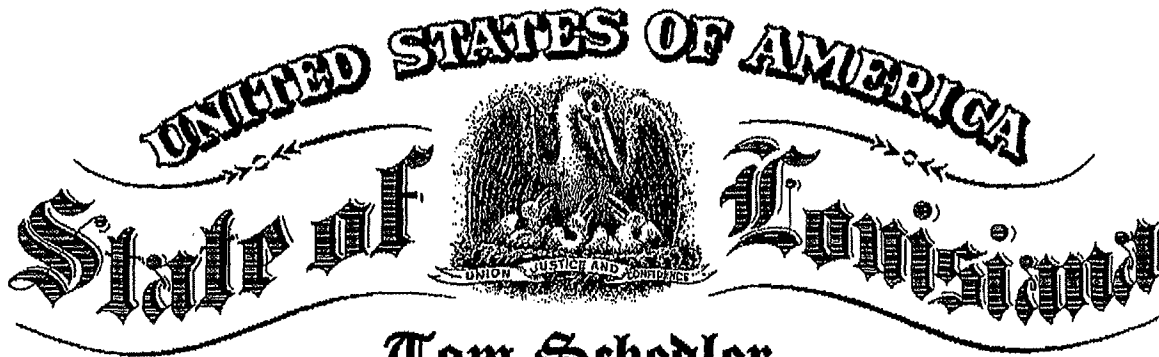
**Last Report Filed:** N/A

**Type:** Registered Limited Liability Partnership

**Amendments on File (4)**

Description	Date
Renewal	2/5/2010
Renewal	2/8/2011
Name Change	4/11/2011
Renewal	2/17/2012

Print



**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*

the attached document(s) of

**GAUTHIER, HOUGHTALING & WILLIAMS, LLP**

are true and correct and are filed in the Louisiana Secretary of State's Office.

36994119Y	ORIGF	3/12/2009	1 page(s)
40119651	RENEW	2/5/2010	1 page(s)
40426050	RENEW	2/8/2011	1 page(s)
40482866	NMCHG	4/11/2011	1 page(s)
40751514	RENEW	2/17/2012	1 page(s)

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 6, 2012


*Secretary of State*

WEB 36994119Y



Certificate ID: 10288399#DFT93  
To validate this certificate, visit the following web site, go to **Commercial Division, Certificate Validation**, then follow the instructions displayed.  
[www.sos.louisiana.gov](http://www.sos.louisiana.gov)



Jay Dardenne Secretary of State  	<b>APPLICATION OF A REGISTERED LIMITED LIABILITY PARTNERSHIP</b> (R.S. 9:3432)		
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">                     Enclose \$125.00 filing fee                      Make remittance payable to                      Secretary of State                      Do Not Send Cash                 </td> <td style="width: 50%; text-align: center;">                     Return to: Commercial Division                      P.O. Box 94125                      Baton Rouge, LA 70804-9125                      Phone (225) 925-4704                      Web Site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a> </td> </tr> </table>	Enclose \$125.00 filing fee Make remittance payable to Secretary of State Do Not Send Cash	Return to: Commercial Division P.O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704 Web Site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a>
Enclose \$125.00 filing fee Make remittance payable to Secretary of State Do Not Send Cash	Return to: Commercial Division P.O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704 Web Site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a>		
CHECK ONE: <input checked="" type="checkbox"/> Original Filing <input type="checkbox"/> Renewal <input type="checkbox"/> Name Change  Current Partnership Name: <b>Gauthier, Houghtaling and Williams L.L.P.</b> _____ (The name must include the words "registered limited liability partnership" or the abbreviation "L.L.P." as the last word or letters in its name.)  Previous Partnership Name: <b>Gauthier, Houghtaling, Williams &amp; Sulzer, L.L.P.</b> _____  Is the partnership's agreement on file with the Secretary of State's office? <input type="checkbox"/> Yes <span style="margin-left: 180px;"><input checked="" type="checkbox"/> No</span>  <b>3500 N. Hullen Street    Metairie, LA 70002</b> _____ Street address of principal office in Louisiana  <b>Three (3)</b> _____ Number of partners  The partnership engages in the business specified below: <b>Professional law partnership</b> _____ _____ _____ _____ _____  By: _____ <span style="margin-left: 350px;"><b>John W. Houghtaling II</b></span> <span style="margin-left: 350px;"><b>Majority in Interest Partner</b></span> _____  <span style="margin-left: 400px;"><b>March 12, 2009</b></span> <span style="margin-left: 400px; font-size: small;">Date</span>			

Jay Dardenne  
Secretary of State



### APPLICATION OF A REGISTERED LIMITED LIABILITY PARTNERSHIP

(R.S. 9:3432)

Enclose \$125.00 filing fee  
Make remittance payable to  
Secretary of State  
*Do Not Send Cash*

Return to: Commercial Division  
P.O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone (225) 925-4704  
Web Site: [www.sos.louisiana.gov](http://www.sos.louisiana.gov)

CHECK ONE: ( ) Original Filing     Renewal    ( ) Name Change

Current Partnership Name:

Gauthier, Houghtaling & Williams, LP

(The name must include the words "registered limited liability partnership" or the abbreviation "L.L.P." as the last word or letters in its name.)

Previous Partnership Name:

Is the partnership's agreement on file with the Secretary of State's office?

Yes  
( ) No

3500 N. HULLEN ST. Metairie, LA 70002  
Street address of principal office in Louisiana

3

Number of partners

The partnership engages in the business specified below:

Legal, Law Firm

By: 

Date

Tom Schedler  
Secretary of State



**APPLICATION OF A REGISTERED  
LIMITED LIABILITY PARTNERSHIP  
(R.S. 9:3432)**

Enclose \$125.00 filing fee  
Make remittance payable to  
Secretary of State  
Do Not Send Cash

Return to: Commercial Division  
P.O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone (225) 925-4704  
Web Site: [www.sos.louisiana.gov](http://www.sos.louisiana.gov)

CHECK ONE: ( ) Original Filing     Renewal    ( ) Name Change

Current Partnership Name:

Gauthier, Hough + Aling + Williams, LLP

(The name must include the words "registered limited liability partnership" or the abbreviation "L.L.P." as the last word or letters in its name.)

Previous Partnership Name:

Is the partnership's agreement on file with the Secretary of State's office?

Yes  
( ) No

3500 North Hullen St Metairie, LA 70002  
Street address of principal office in Louisiana

3  
Number of partners


The partnership engages in the business specified below:

Law Firm

By: [Signature]

2/2/11  
Date

4/12/2011 10:46 AM FROM: Gauthier Houghtaling Williams TO: 1,2259325314,00117 PAGE: 003 OF 003

<p><b>Tom Schedler</b> Secretary of State</p> 	<p align="center"><b>APPLICATION OF A REGISTERED LIMITED LIABILITY PARTNERSHIP</b> (R.S. 9:3432)</p>	
<p>Enclose \$125.00 filing fee Make remittance payable to Secretary of State Do Not Send Cash</p>	<p>Return to: Commercial Division P.O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704 Web Site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a></p>	

CHECK ONE:  Original Filing  Renewal  Name Change

Current Partnership Name:  
Gauthier, Houghtaling & Williams, LLP  
(The name must include the words "registered limited liability partnership" or the abbreviation "L.L.P." as the last word or letters in its name.)

Previous Partnership Name:  
Gauthier, Houghtaling and Williams, LLP

Is the partnership's agreement on file with the Secretary of State's office?  Yes  No

3500 North Hollow St. Metairie, LA 70002  
Street address of principal office in Louisiana

3  
Number of partners

The partnership engages in the business specified below:  
Law Firm

By: [Signature]

Date: 3/1/11

Tom Schedler  
Secretary of State



**APPLICATION OF A REGISTERED  
LIMITED LIABILITY PARTNERSHIP**

(R.S. 9:3432)

Enclose \$125.00 filing fee  
Make remittance payable to  
Secretary of State  
Do Not Send Cash

Return to: Commercial Division  
P.O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone (225) 925-4704  
Web Site: [www.sos.la.gov](http://www.sos.la.gov)

CHECK ONE: ( ) Original Filing     Renewal    ( ) Name Change

Current Partnership Name:

Gauthier, Houghtaling & Williams, LLP

(The name must include the words "registered limited liability partnership" or the abbreviation "L.L.P." as the last word or letters in its name.)

Previous Partnership Name:

Is the partnership's agreement on file with the Secretary of State's office?

Yes  
( ) No

3500 North Hullen St. Metairie LA 70002  
Street address of principal office in Louisiana

3  
Number of partners

The partnership engages in the business specified below:

law firm

By: 

Date 2/3/12

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA  
STATE OF LOUISIANA


GAUTHIER, HOUGHTALING \*  
& WILLIAMS, L.L.P. \*  
Plaintiff \*  
V. \*  
RAM AIRCRAFT, L.P. AND \*  
AERO PREMIER JET CENTER, LLC. \*  
Defendants \*  
\* \* \* \* \*

CIVIL ACTION NUMBER:  
JUDGE

CONSENT TO REMOVAL

To the extent that it may be necessary or appropriate to do so, defendant, Aero Premier Jet Center, L.L.C., through undersigned counsel, consents to the removal of the action entitled “Gauthier, Houghtaling & Williams, L.L.P. v. RAM Aircraft, L.P. and Aero Premier Jet Center, LLC” bearing Docket No. 12-06026, Section D in the Civil District Court for Orleans Parish, State of Louisiana to the United States District Court for the Eastern District of Louisiana by Ram Aircraft, L.P.

Respectfully submitted,

  
\_\_\_\_\_  
John R. Walker (La. Bar Roll No.:02165)  
Jones Fussell, L.L.P.  
Northlake Corporate Park, Suite 103,  
1001 Service Road East  
Covington, LA 70433  
Telephone: 985-892-4801  
Fax: 985-892-4925  
Email:johnwalker@jonesfussell.com  
Attorneys for Aero Premier Jet Center,  
L.L.C.



---

**From:** John Houghtaling [mailto:John@ghwlegal.com]  
**Sent:** Tuesday, July 03, 2012 7:08 PM  
**To:** Robin Baird  
**Cc:** Fred Bradley; Rick Roper; Virginia Quijada; Kim Greer; Sean Greenwood; Jeff Ippoliti  
**Subject:** Re: Cessna 421B0547, N502AT (the "Aircraft")

Dear Mr Baird:

I'm not sure what it is going to take to prove to you that I am not making a claim under your warranty. I'm not sure if you are not receiving my responses or your don't believe me. It is a complete waist of your time and others to continue to offer this.

My experts disagree with yours. They have grounded my plane due to your defective engine that has been defective since its sale to me. You have attempted to fix this engine before, by two overhauls and failed. I have also attempted several repairs in vain. I have spent a lot of money and opportunity time attempting to fix your dangerously defective product. Thankfully the last time it stopped it was on the ground and did not kill my family.

Your company has proven not to negotiate or operate in good faith. I have rejected your inadequate offer over and over. Please do not waist your time sending the same offer again. Again I am not interested in your warrantee offer. I attempted in good faith and provided a reasonable compromise. Your company rejected it, and then lied to me and sued me. I will prove that this was a mistake to do to an honorable and good customer. Since your company lied to me and sued me I intent to pursue the full amount of my damages.

I will also confirm that you have refused to sell me a replacement engine and this caused me an inability to mitigate my damages. My damages increase each week my pilot stays on payroll and I incur finance costs and related expenses for an asset I cannot use. (I am gathering my damages for the court but they are into the six figures). I am attempting to replace my engine with one from Continental to mitigate my damages. As you know there can be complications to pair a RAM and Continental. As soon as we work these out my intent is to confirm a purchase and get my plane back in the air.

As for an inspection, you may not inspect the plane alone. Aside from the fact that your company has proven it will be dishonest with me and thus I cannot trust my families life to your sole inspection, there are now other parties involved. Your company blamed Aero Premier for the last malfunction, they need to be present as well. They have hired counsel in New Orleans and we will need to coordinate with them in a formal court approved inspection and protocol.

From now on, it is not productive to direct correspondence to me as I have turned this matter over to my attorneys. For the Louisiana litigation please coordinate with Fred Bradley and Jeff Ippolitti in my New Orleans office. For the Federal matter you may include Sean Greenwood in my Houston office.

John W. Houghtaling, II, Esq.  
Gauthier, Houghtaling, & Williams  
504-456-8600  
[www.ghwlegal.com](http://www.ghwlegal.com)

This message contains STRICTLY PERSONAL AND CONFIDENTIAL information, is protected by the

attorney-client privilege AND by Federal and State Law, and is intended only for the individuals named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

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On Jul 3, 2012, at 6:16 PM, "Robin Baird" <[rbaird@ramaircraft.com](mailto:rbaird@ramaircraft.com)> wrote:

Mr. Houghtaling:

We have received the lawsuit your law firm filed against RAM in Louisiana and have again reviewed the facts you and your maintenance provider have provided to RAM concerning the right engine on your Aircraft.

At this point, based on the facts you have provided, RAM sees no reason for the purchase of a new engine. RAM remains ready to honor its obligations and to perform any necessary repairs and/or replacements under the terms of the Pro Rata Warranty on your engine.

In your June 14, 2012 e-mail you stated that you have ordered a new engine from Continental and intend to pursue legal action against RAM. If you elect to continue down that path, then RAM needs to inspect your right engine and its installation on your Aircraft as soon as possible. Please let us know who we need to coordinate with from your law firm in order to schedule the required inspection.

Best regards,

Robin E. Baird  
General Counsel  
RAM Aircraft, L.P.  
7505 Karl May Dr., P.O. Box 5219  
Waco, TX 76708  
254-752-8381 (ext. 350)  
254-296-9076 (fax)  
[rbaird@ramaircraft.com](mailto:rbaird@ramaircraft.com)



Parker B Polan  
Attorney at Law  
PBP@AUSTINTRIALLAWYERS.COM

BRIGGLE & POLAN, PLLC

S. A. Hayden Briggles  
Attorney at Law  
HBB@AUSTINTRIALLAWYERS.COM

812 San Antonio Street, Suite 310 • Austin, Texas 78701  
Office: 512-472-1926 • Fax: 512-472-1174  
www.AUSTINTRIALLAWYERS.COM

**FACSIMILE TRANSMISSION  
COVER SHEET**

DATE: 7/9/12

TO: Robin Baird

Fax No.: 254-296-9076

FROM: Parker Polan

RE: Cause No. 2012-2140-5; RAM Aircraft, LP v. Gauthier, Houghtaling &  
Williams, LLP; In the 414<sup>th</sup> District Court, McClennan County, Texas

6:12-cv-176; In the United States District Court, Western District of Texas,  
Waco Division.

Message: See attached.

This transmission consists of 36 pages, including this page.

Original Will Follow  Original Will Not

IMPORTANT: This information contained in this facsimile is confidential. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this facsimile in error please immediately notify us by telephone, and return the original message to us at the addresses above via the U.S. Postal Service. In the event the enclosed document is received incomplete, please contact our office. Thank you.

EXHIBIT

6

Parker B. Polan  
Attorney at Law  
PPP@AUSTINTRIALLAWYERS.COM

BRIGGLE & POLAN, PLLC

S. A. Hayden Briggie  
Attorney at Law  
HH@AUSTINTRIALLAWYERS.COM

812 San Antonio Street, Suite 310 • Austin, Texas 78701  
Office: 512-472-1926 • Fax: 512-472-1174  
www.austintriallawyers.com

July 9, 2012

**VIA CMRRR & FACSIMILE:**

Robin Baird  
7505 Karl May Drive  
Waco, Texas 76708  
254-296-9076

**Re: RAM Aircraft v. Gauthier, Houghtaling & Williams, LLP; 2012-2140-5, In the 414<sup>th</sup>  
District Court, McLennan County, Texas**

**RAM Aircraft v. Gauthier, Houghtaling & Williams, LLP; 6:12-cv-176, In the  
United States District Court, Western District, Waco Division**

Dear Robin:

Enclosed please find the following removal documents filed in the U.S. District Court, Western District of Texas:

1. Defendant's Notice of Removal Under 28 U.S.C. §1441, along with Exhibits A, B, C, and D; and
2. JS-44 Supplement.

Also enclosed is Defendant's Notice of Filing of Notice of Removal, which was filed in McLennan County District Court, 414<sup>th</sup> Judicial District.

Please contact me with any questions at 512-472-1926.

Regards,



Parker Polan

w/enclosures

cc/ppp

CAUSE NO. 2012-2140-5

RAM AIRCRAFT, L.P.	§	IN THE DISTRICT COURT OF
Plaintiff	§	
	§	
v.	§	McLENNAN COUNTY, TEXAS
	§	
GAUTHIER, HOUGHTALING &	§	
WILLIAMS, L.L.P.	§	
Defendant	§	414 <sup>th</sup> JUDICIAL DISTRICT

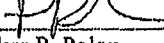
**NOTICE OF FILING OF NOTICE OF REMOVAL**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P., Defendant in the above styled and numbered cause, who has filed a Notice of Removal on July 9, 2012, in the office of the Clerk of the United States District Court for the Western District of Texas, a copy of which is attached hereto as Exhibit 1.

Respectfully submitted,

**Briggle & Polan, PLLC**

By:   
 Parker P. Polan  
 State Bar No. 24060432  
 S.A. Hayden Briggle  
 State Bar No. 24059487  
 812 San Antonio Street, Suite 310  
 Austin, Texas 78701  
 Phone: (512) 472-1926  
 Fax: (512) 472-1174

**Certificate of Service**

I certify that I served a true and correct copy of the foregoing Notice of Filing of Notice of Removal in accordance with the Texas Rules of Civil Procedure on July 9, 2012, addressed as follows:

Robin Baird  
7505 Karl May Drive  
P.O. Box 5219  
Waco, Texas 76708

*Via Fax and Certified Mail: 254.296.9076*

  
\_\_\_\_\_  
Parker Polan

Case 6:12-cv-00176-WSS Document 1 Filed 07/09/12 Page 1 of 7

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

RAM AIRCRAFT, L.P.	§	
	§	
<i>Plaintiff</i>	§	
	§	
v.	§	CIVIL ACTION NO. 6:12-cv-176
	§	
	§	
GAUTHIER, HOUGHTALING, & WILLIAMS, L.L.P.	§	
	§	
<i>Defendant</i>	§	

**DEFENDANT'S NOTICE OF REMOVAL UNDER 28 U.S.C. § 1441**

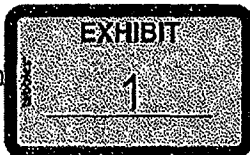
TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

NOW COMES GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P. (hereinafter "GHW"), the Defendant herein, pursuant to 28 U.S.C. §§ 1441 and 1446, and gives notice that it hereby removes the case styled *RAM Aircraft, L.P., v. Gauthier, Houghtaling & Williams, L.L.P.*, Cause No. 2012-2140-5, filed in the 414<sup>th</sup> Judicial District Court of McLennan County, Texas (the "State Court Action"). As grounds for removal, the Defendant respectfully states the following:

**I. Parties**

1. In Plaintiff's Original Petition it filed in the State Court Action, Plaintiff RAM Aircraft, L.P. (hereinafter "RAM") states that it is a Texas limited partnership whose principle office is located in Waco, McLennan County, Texas. Plaintiff's website reflects that Plaintiff's

DEFENDANT'S NOTICE OF REMOVAL UNDER



Page 1

Case 6:12-cv-00176-WSS Document 1 Filed 07/09/12 Page 2 of 7

principle place of business is located at 7505 Karl May Drive, Waco Regional Airport, Waco, TX 76708. For purposes of diversity jurisdiction, Plaintiff is a citizen of the state of Texas.

2. Defendant GHW is a Louisiana limited liability partnership, with its principle place of business located at 3500 N. Hullen Street, Metairie, Louisiana, 70002. For purposes of diversity jurisdiction, Defendant is a citizen of the state of Louisiana.

## II. The State Court Action

3. The State Court Action arises out of RAM's attempt to prevent GHW from prosecuting claims against RAM arising out of the sale of a defective aircraft engine. The State Court Action is an action for declaratory relief that seeks to terminate GHW claims and asks for the following declaration: "[O]ther than its ongoing Pro Rata Warranty obligations, RAM has no obligation, legal or otherwise, to Defendant for Defendant's Oil Pressure Anomaly related claims."

4. RAM filed its Plaintiff's Original Petition in the State Court Action on June 8, 2012.

5. No further proceedings have taken place in the State Court Action.

## III. Requirements for Removal

6. In accordance with 28 U.S.C. § 1446(a), Defendant attaches the following to its

### Notice of Removal:

- Exhibit A: Index of all matters filed in the State Court Action that clearly identifies each document and indicates the date the document was filed.
- Exhibit B: Copies of all process and pleadings in the State Court Action individually tabbed and arranged in order of filing under tabs 1 through 2.
- Exhibit C: List of all counsel of record.

Case 6:12-cv-00176-WSS Document 1 Filed 07/09/12 Page 3 of 7

Exhibit D: The Affidavit of John W. Houghtaling, III, managing partner of GHW ("Houghtaling Affidavit")

7. As stated above, Plaintiff filed the State Court Action on June 8, 2012. Plaintiff served citation on Defendant by mail received and on June 18, 2012. This Notice is, therefore, timely filed pursuant to 28 U.S.C. §1446 (b).

8. Except as otherwise expressly provided by Act of Congress, any civil action brought in a state court of which the district courts of the United States have original jurisdiction may be removed to the district court of the United States for the district and division embracing the place where the action is pending. *See* 28 U.S.C. § 1441. The Waco Division of the Western District of Texas is the United States District and Division embracing McLennan County, Texas, the county in which the State Court Action is pending. *See* 28 U.S.C. § 124(b)(2).

9. As required by 28 U.S.C. § 1446(d), GHW, the removing party, will promptly give all parties written notice of the filing of this Notice of Removal and will promptly file a copy of this Notice of Removal with the Clerk of the 414<sup>th</sup> Judicial District Court in McLennan County, Texas, where the State Court Action is currently pending.

#### **IV. THIS COURT HAS JURISDICTION BASED ON DIVERSITY OF CITIZENSHIP**

10. The district courts of the United States have original jurisdiction over this action because there is complete diversity of citizenship between the parties and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs. 28 U.S.C. §1332(a).

##### **A. Complete Diversity of Citizenship Between the Parties.**

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11. RAM states in its Original Petition it filed in the State Court Action that it is a Texas limited partnership whose principle office is located in Waco, McLennan County, Texas. RAM's website reflects that its principle place of business is located at 7505 Karl May Drive, Waco Regional Airport, Waco, TX 76708. For purposes of diversity jurisdiction, RAM is a citizen of the state of Texas.

12. GHW is a Louisiana limited liability partnership, with its principle place of business located at 3500 N. Hullen Street, Metairie, Louisiana, 70002. For purposes of diversity jurisdiction, GHW is a citizen of the state of Louisiana.

13. At the time Plaintiff commenced the State Court Action, and at the time of Removal, GHW was, and currently remains, diverse in citizenship from RAM. 28 U.S.C. §1332(a)(1).

14. Accordingly, there is complete diversity among the parties.

**B. The Amount in Controversy Exceeds \$75,000.00 Exclusive of Interest and Costs.**

15. In the State Court Action, RAM seeks a declaratory judgment that would prevent GHW from prosecuting claims that would result in an amount in controversy well above the \$75,000.00 jurisdictional limit.

16. When the plaintiff's state court petition does not allege a specific amount of damages, as in the instant case, a court may determine that removal is proper if it is facially apparent from the petition that the claims are likely above \$75,000.00. *Allen v. R & H Oil & Gas Company*, 63 F.3d 1326, 1335 (5<sup>th</sup> Cir. 1995); see also *White v. VJ U.S.A., Inc.*, 319 F.3d 672, 675 (5<sup>th</sup> Cir. 2003) (To determine the amount in controversy, the court may consider actual damages, exemplary damages and attorneys' fees). If the amount in controversy is not apparent from the face of the petition, the court may rely on facts asserted in



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the removal notice that support a finding of the requisite amount. *Id.* The court must judge the jurisdictional facts supporting removal as of the time of removal. *Id.*

17. In an action for declaratory relief, the amount in controversy is "the value of the right to be protected or the extent of the injury to be prevented." *Hartford Ins. Group v. Lou-Con, Inc.*, 293 F.3d 908,910 (5<sup>th</sup> Cir. 2002). The court makes the amount in controversy determination from the perspective of the plaintiff; the proper measure is the benefit or value to the plaintiff, not the cost to the defendant. *Webb v. Investacorp, Inc.*, 89 F.3d 252, 257 n. 1(5th Cir. 1996).

18. In the State Court Action, the amount in controversy would be the benefit to RAM of preventing the successful prosecution of GHW's claims. In the Houghtaling Affidavit, GHW itemizes and values its claims against RAM arising out of GHW's purchase of a defective aircraft engine. GHW and RAM have thoroughly discussed the claims and the amount of damages GHW believes it has suffered. The preponderance of the evidence shows that is more likely than not that the amount in controversy exceeds \$75,000.00. The Houghtaling Affidavit provides further detail, explanation, and support of the amount GHW will seek to recover and the amount of damage RAM caused it.

19. Because there is complete diversity among the parties and the amount in controversy exceeds \$75,000.00, diversity jurisdiction exists and this Court has subject matter jurisdiction over the case.

#### V. PRAYER


WHEREFORE, pursuant to 28 U.S.C. §§ 1332(a)(1), 1367, 1441, and 1446, and in conformance with the requirements set forth in 28 U.S.C. §1446, Defendant GHW asks the Court to acknowledge the Notice of Removal GHW filed to remove the case styled *RAM Aircraft, L.P., v. Gauthier, Houghtaling & Williams, L.L.P.*, Cause No. 2012-2140-5, currently pending in the 414<sup>th</sup> Judicial District Court of McLennan County, Texas, to the United States District Court for the Western District of Texas, Waco Division, so that this Court may assume jurisdiction over the case as

Case 6:12-cv-00176-WSS Document 1 Filed 07/09/12 Page 6 of 7

provided by law and conduct further proceedings in its Court, and grant other relief, at law or in equity, that the Court deems appropriate.

Respectfully Submitted,

**Briggie & Polan, PLLC**

By: 

Parker Polan  
State Bar No. 24060432  
Hayden Briggie  
State Bar No. 24059487  
812 San Antonio Street, Suite 310  
Austin, Texas 78701  
Phone: 512-472-1926  
Facsimile: 512-472-1174  
Email: [ppp@austintrialattorneys.com](mailto:ppp@austintrialattorneys.com)  
Email: [hb@austintrialattorneys.com](mailto:hb@austintrialattorneys.com)

Case 6:12-cv-00176-WSS Document 1 Filed 07/09/12 Page 7 of 7

**CERTIFICATE OF SERVICE**

I hereby certify that on July 9, 2012 I electronically submitted the foregoing with the clerk of court for the U.S. District Court, Western District of Texas, using the electronic case files system of the court.

I hereby certify that a true copy of the foregoing was delivered to all counsel of record as shown below:

Robin Baird  
7505 Karl May Drive  
P.O. Box 5219  
Waco, Texas 76708

*Via Fax and Certified Mail: 254.296.9076*



\_\_\_\_\_  
Parker Polan

Case 6:12-cv-00176-WSS Document 1-1 Filed 07/09/12 Page 1 of 1

JS 44 (Rev. 09/11)

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 NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

RAM Aircraft, L.P.

(b) County of Residence of First Listed Plaintiff: McLennan County, TX (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Robin Baird, 7605 Karl May Dr., PO Box 5219, Waco, TX 76708 - Phone 264-752-8381

DEFENDANTS

Gauthier, Houghtaling & Williams, L.L.P.

County of Residence of First Listed Defendant: Jefferson Parish, LA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Parker Polan, 812 San Antonio St., Ste. 310, Austin, TX 78701 - Phone 512-472-1826

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, Incorporated or Principal Place of Business in This State, Incorporated and Principal Place of Business in Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Recopened, 5 Transferred from another district (specify), 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 USC 1441

Brief description of cause: Declaratory judgment

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, DOCKET NUMBER

DATE: 07/09/2012, SIGNATURE OF ATTORNEY OF RECORD: [Signature]

FOR OFFICE USE ONLY: RECEIPT #, AMOUNT, APPLYING IFP, JUDGE, MAG. JUDGE

Case 6:12-cv-00176-WSS Document 1-2 Filed 07/09/12 Page 1 of 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

RAM AIRCRAFT, L.P.

*Plaintiff*

v.

GAUTHIER, HOUGHTALING, &  
WILLIAMS, L.L.P.

*Defendant*

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CIVIL ACTION NO. 6:12-cv-00176

INDEX OF STATE COURT DOCUMENTS

- 1. Plaintiff's Original Petition filed June 8, 2012.
- 2. Citation.
- 3. Civil Case Information Sheet.
- 4. Docket Sheet.



Case 6:12-cv-00176-WSS Document 1-3 Filed 07/09/12 Page 1 of 9

CAUSE NO. 2012-2140-5 FILED  
2012 JUN -8 PM 4:17

RAM Aircraft, L.P.  
Plaintiff

vs

GAUTHIER, HOUGHTALING &  
WILLIAMS, L.L.P.  
Defendant

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IN THE DISTRICT COURT  
OF McLENNAN COUNTY, TEXAS

4/4/12  
JUDICIAL DISTRICT COURT

KAREN C. MATKIN  
DISTRICT CLERK  
McLENNAN CO. TX.

*[Handwritten signature]*

PLAINTIFF'S ORIGINAL PETITION  
FOR DECLARATORY JUDGMENT AND REQUEST FOR DISCLOSURE

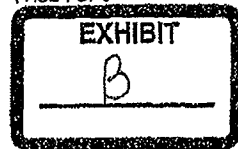
NOW COMES RAM Aircraft, L.P., hereinafter called "RAM," and files this its Original Petition For Declaratory Judgment and Request For Disclosure complaining of GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P., hereinafter referred to as "Defendant," and would respectfully show as follows:

DISCOVERY CONTROL PLAN LEVEL

- 1. RAM intends that discovery be conducted under Discovery Level 2.

PARTIES AND SERVICE

- 2. RAM is a Texas limited partnership whose principal office is located in Waco, McLennan County, Texas.
- 3. Defendant, GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P., is a foreign Limited Liability Partnership organized and existing under the laws of Louisiana, whose principal office is located at 3500 N. Hullen St., Metairie, LA 70002. Defendant is authorized to do business in Texas and maintains an office at 2323 South Shepherd Drive, Suite 800, Houston, TX 77019. Defendant may be served by serving its registered agent for service



Case 6:12-cv-00176-WSS Document 1-3 Filed 07/09/12 Page 2 of 9

of process in Texas; John W. Houghtaling II, 2328 South Shepherd Drive, Houston, TX 77019.

#### JURISDICTION AND VENUE

4. The subject matter and amount in controversy are within the jurisdictional limits of this court.
5. This court has jurisdiction over Defendant because Defendant purposefully availed itself of the privilege and benefits of conducting business in Texas by registering itself as a Foreign Limited Liability Partnership in Texas, maintaining a registered agent for service of process in Texas, maintaining an office in the state of Texas, and engaging in business in Texas.
6. Venue in McLennan County is proper in this cause under Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

#### DECLARATORY JUDGMENT

RAM files this Original Petition for Declaratory Judgment pursuant to the Texas Declaratory Judgments Act, Chapter 37 of the Texas Civil Practice and Remedies Code.

7. Defendant is the owner and operator of a Cessna 421B aircraft, serial number 421B0547, bearing tail number N502AT (the "Aircraft"). On June 25, 2008, Defendant entered into a contract with RAM to purchase for the Aircraft two RAM OHE TCM GTSIO-520 H engines, together with certain accessories, parts and components related to the engines (hereinafter referred to as the "Engine Sales Contract"). Included within the Engine Sales Contract is RAM's TBO Pro Rata Warranty on the engines (hereinafter

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referred to as the "Pro Rata Warranty"), a copy of which was signed by the Defendant on August 25, 2008.

8. From and after August, 2008 Defendant, has made warranty claims with RAM arising out of the Engine Sales Contract that were covered under the Pro Rata Warranty. In connection with Defendant's warranty claims, and as required by the Pro Rata Warranty, Defendant delivered to RAM's facilities in Waco, Texas certain components that were removed from the Aircraft for warranty consideration by RAM. In each instance RAM honored its Pro Rata Warranty obligations.

9. The engine bearing serial number 607101 that was sold to Defendant under the terms of the Engine Sales Contract was installed on the Aircraft in the right-hand position (hereinafter the "Right Engine"). In May, 2012 Defendant made a warranty claim to RAM for a cracked number five cylinder on the Right Engine, which claim was honored by RAM under the terms of the Pro Rata Warranty.

10. In February, 2012 Defendant, by and through its maintenance provider, reported to RAM that the Right Engine was slow to achieve oil pressure after starting the Right Engine (hereinafter the "Oil Pressure Anomaly"). From that time until the present Defendant has from time to time, provided RAM with additional information concerning the condition of the oil in the Right Engine and the Oil Pressure Anomaly. RAM has offered, and stands ready, to inspect and repair the Right Engine, if necessary, but only under the terms of the Pro Rata Warranty. RAM has no other obligation to Defendant other than its obligations under the terms of the Pro Rata Warranty on the Right Engine.



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11. Defendant has refused RAM's offer to inspect and repair the Right Engine, if necessary, under the terms of the Pro Rata Warranty. Instead, on or about May 31, 2012 Defendant made demands far in excess of the Pro Rata Warranty that RAM sell Defendant a freshly overhauled engine to replace Defendant's Right Engine for 50% of the price of a freshly overhauled engine. RAM's only obligation to Defendant is to inspect and repair, if necessary, the Right Engine under the terms of the Pro Rata Warranty.

12. This controversy arises out of Defendant's demands of RAM that go beyond and are contrary to the terms of its Engine Sales Contract and Pro Rata Warranty. Defendant is making claims that go far beyond its Pro Rata Warranty in that:

- (a) Defendant has made demands of RAM that go beyond and are contrary to the terms of the Pro Rata Warranty;
- (b) RAM assured Defendant that it would honor its obligations under the Pro Rata Warranty and make any necessary repairs and/or replacements under the terms of the Pro Rata Warranty;
- (c) RAM denied any obligation to Defendant beyond the terms of the Pro Rata Warranty;
- (d) Defendant informed RAM that it is not satisfied with RAM's willingness to honor its obligations to Defendant under the terms of the Pro Rata Warranty; and
- (e) Defendant has demanded that RAM sell Defendant a freshly overhauled engine to replace Defendant's Right Engine for 50% of the price of a freshly overhauled engine.

13. RAM has honored, and will honor, all of its warranty obligations to Defendant under the terms of the Pro Rata Warranty. RAM has fully performed all of the conditions, covenants, and promises to be performed on RAM's part. Other than to honor its ongoing obligations under the terms of the Pro Rata Warranty, RAM has no obligation, legal or

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otherwise, to Defendant for Defendant's Oil Pressure Anomaly related claims.

14. There exists a genuine controversy between the parties herein that would be terminated by the granting of the declaratory judgment requested in this cause. RAM therefore requests that a declaratory judgment be entered as follows: other than its ongoing Pro Rata Warranty obligations, RAM has no obligation, legal or otherwise, to Defendant for Defendant's Oil Pressure Anomaly related claims.

#### CONDITIONS PRECEDENT

15. All conditions precedent to RAM's claim for relief have been performed or have occurred.

#### ATTORNEY'S FEES

16. Pursuant to Sections 37.009 of the Texas Civil Practice and Remedies Code, request is made for all costs and reasonable and necessary attorney's fees incurred by RAM herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just.

#### REQUEST FOR DISCLOSURE

17. Under Texas Rule of Civil Procedure 194, RAM requests that Defendant disclose, within 50 days of the service of this request, the information or material described in the Rule.

#### PRAYER

WHEREFORE, PREMISES CONSIDERED, RAM prays that Defendant be cited to appear and answer herein, and that on final trial hereof RAM:

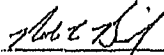
1. Be granted the declaratory judgment as requested herein;
2. Be awarded its reasonable and necessary attorney's fees;

Case 6:12-cv-00176-WSS Document 1-3 Filed 07/09/12 Page 6 of 9

3. Be awarded its costs of suit; and
4. Such other and further relief that may be awarded at law or in equity.

Respectfully submitted,

Law Offices of Robln E. Baird, P.C.  
7505 Karl May Drive  
P.O. Box 5219  
Waco, Texas 76708  
(254) 752-8381  
Fax. (254) 296-9076  
[rbaird@ramaircraft.com](mailto:rbaird@ramaircraft.com)

By:   
\_\_\_\_\_  
Robln E. Baird  
Texas Bar No. 01560200

Attorney for RAM Aircraft, L.P.

**CITATION**

PAPER# 1  
*Pct 1 / CMRJR*

THE STATE OF TEXAS

Cause No: 2012-2140-5

**TO: GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P., A FOREIGN LIMITED LIABILITY PARTNERSHIP, DEFENDANT - BY SERVING ITS REGISTERED AGENT, JOHN W. HOUGHTALING, II - 2223 SOUTH SHEPHERD DRIVE, HOUSTON, TEXAS 77019**  
**GREETINGS:**

**YOU ARE HEREBY COMMANDED** to appear before the Honorable District Court below, of McLennan County, Texas, at the Courthouse of said County located at 501 Washington Avenue in Waco, Texas, by filing a written answer with the Clerk of the Court, at or before 10 o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation, to the pleading described below, and you are hereby served with a copy of Plaintiff's Discovery described below, to which you must file a written answer as required by law in the cause number described below on the docket of said court, and styled,

**PARTIES TO THIS ACTION ARE:**

**RAM AIRCRAFT, L.P., A TEXAS LIMITED PARTNERSHIP** Plaintiff

**VS.**

**GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P., A FOREIGN LIMITED LIABILITY PARTNERSHIP** Defendant

Court: 414TH JUDICIAL DISTRICT  
Pleading: PLAINTIFF'S ORIGINAL PETITION  
Pleading File Date: JUNE 8, 2012  
Discovery Requests: REQUEST FOR DISCLOSURE  
Cause No: 2012-2140-5

**NOTICE**

*You have been sued. You may employ an attorney. If you or your attorney does not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and the above pleading and discovery, a default judgment may be taken against you.*

The officer executing this citation shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

**ISSUED AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, at Waco, McLennan County, Texas.**  
Issue Date: JUNE 11, 2012.

**ROBIN E. BAIRD**  
**7505 KARL MAY DRIVE**  
**P.O. BOX 5219**  
**WACO, TEXAS 76708**  
**ATTORNEY FOR PLAINTIFF**

Karen C. Matkin, District Clerk  
P.O. Box 2451  
Waco, McLennan County, Texas 76703  
By: *[Signature]* Deputy  
**MAXINE BARTON**

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CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY) 2012-2140-5 COURT (FOR CLERK USE ONLY)

System RAM Aircraft, L.P. vs. Gauthier, Houghtaling & Williams, L.L.P.

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment motion for modification or enforcement is filed in a family law case.

Case information form including Name: Roblin E. Baird, Address: 7505 Karl May Dr., Waco, TX 76708, and Plaintiff: RAM Aircraft, L.P.

Main case categories grid including Debt/Contract, Foreclosure, Employment, Taxes, Probate & Mental Health, and Remedies.

Remedies section with checkboxes for Appeal from Municipal or Justice Court, Declaratory Judgment, and other legal actions.



Docket Sheet: 2012-2140-5		
Date Printed: Mon Jul 09 13:37:21 CDT 2012		Cases/Parties/Fees

**Case Summary**

Cause Number: 2012-2140-5 Last Filed: 06/08/2012  
 Style: RAM AIRCRAFT VS GAUTHIER HOUGHTALING AND WILLIAMS Offense Date:  
 Case Type: OTHER CONTRACT  
 Case Category: CIVIL Court: 414th District Court

**Party(s) of Case: 2012-2140-5**

#	Party	Name	Inactive Date
1.	Attorney	BAIRD, ROBIN	
2.	Defendant	GAUTHIER HOUGHTALING AND WILLI,	
3.	Defendant	GAUTHIER HOUGHTALING AND WILLI,	
4.	Petitioner	RAM AIRCRAFT LP,	

**Event(s) of Case: 2012-2140-5**

#	Type	Date	Description
1	Other	06/08/2012	CIVIL CASE INFORMATION SHEET //// MB
2	Judgment	06/08/2012	PLAINTIFFS ORIGINAL PETITION FOR DECLARATORY JUDGMENT AND REQUEST FOR DISCLOSURE
3	Other	06/08/2012	REQUEST FOR ISSUANCE (CITN TO JOHN HOUGHTALING II) //MB
4	Citation	06/11/2012	CITATION ISSUED TO: GAUTHIER HOUGHTALING
5	Petition	06/14/2012	FAX LETTER DATED 6/14/12 REQUESTING PETITION TO BE EMAILED EMAILED ON 6/14/12 // RJ
6	Citation	06/20/2012	CITATION RETURNED AND FILED SHOWING SERVICE ON DEFENDANT GAUTHIER HOUGHTALING AND WILLI ON 6/18/2012 ** SERVED TO SAME ** BY CONSTBL - PCT1 COUNTY OF MCLENNAN, TX

**Case Type(s) of Case: 2012-2140-5**

Type	Filing Date	Disposition Date	Disposition	Case Age
1. OTHER CONTRACT	06/08/2012			31 days

[Close Case Summary](#)

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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

RAM AIRCRAFT, L.P.

*Plaintiff*

v.

GAUTHIER, HOUGHTALING, &  
WILLIAMS, L.L.P.

*Defendant*

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CIVIL ACTION NO. 6:12-cv-00176

**LIST OF COUNSEL OF RECORD**

**PLAINTIFF'S COUNSEL**

Robin E. Baird  
State Bar No. 01560200  
Law Offices of Robing E. Baird, P.C.  
7505 Karl May Drive  
P.O. Box 5219  
Waco, Texas 76708  
254/752-8381  
Facsimile 254/296-9076  
email: [rbaird@ramaircraft.com](mailto:rbaird@ramaircraft.com)

**PLAINTIFF**

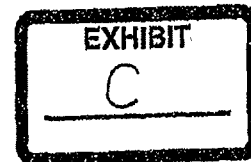
RAM Aircraft, L.P.

**DEFENDANT'S COUNSEL**

Parker Polan  
State Bar No. 24060432  
Briggle & Polan  
812 San Antonio Street  
Suite 310  
Austin, Texas 78701  
512/772-4971  
Facsimile 512/472-1174  
Email: [ppp@austintrial lawyers.com](mailto:ppp@austintrial lawyers.com)

**DEFENDANT**

GAUTHIER, HOUGHTALING, &  
WILLIAMS



Case 6:12-cv-00176-WSS Document 1-5 Filed 07/09/12 Page 1 of 11  
6:12-cv-000176

CAUSE NO. 2012-2140-5

RAM Aircraft, L.P.	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	OF McLENNAN COUNTY, TEXAS
GAUTHIER, HOUGHTALING &	§	
WILLIAMS, L.L.P.	§	
Defendant	§	414 <sup>th</sup> JUDICIAL DISTRICT COURT

AFFIDAVIT OF JOHN W. HOUGHTALING II

STATE OF TEXAS

COUNTY OF HARRIS

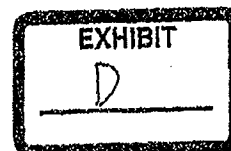
BEFORE ME, the undersigned authority, personally came and appeared, JOHN W. HOUGHTALING, II, who, after being first duly sworn, did depose and state that he is over the age of eighteen years, has never been convicted of a felony or crime of moral turpitude, and is, in all respects, competent to make this Affidavit.

1. I am the Managing Partner of Gauthier, Houghtaling & Williams, LLP ("GHW"), a law firm with offices in Metairie, Louisiana, and Houston, Texas. I have personal knowledge of each of the facts expressed herein and they are true and correct.

2. RAM Aircraft, L.P. ("RAM") sued GHW in state court seeking a declaratory judgment that its liability is limited by a sales contract between RAM and GHW.

3. GHW desires to and is removing this lawsuit to federal court in the Western District of Texas because the parties are of diverse citizenship and the true amount in controversy is in excess of \$75,000, the jurisdictional limit prescribed for federal diversity jurisdiction in 28 U.S.C. § 1332(a).

4. RAM seeks declaratory relief in its lawsuit against GHW. It does not specify the amount in controversy. Pursuant to 28 U.S.C. § 1446(c)(2)(B), removal is proper if the notice of





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removal specifies the amount in question and if there is evidence that the amount is in excess of the jurisdictional amount, in this case, \$75,000. GHW submits this affidavit as evidence that the true jurisdictional amount of the controversy between GHW and RAM is, in fact, in excess of \$75,000.

5. I understand that RAM is in the business of refurbishing and selling aircraft engines and other components. GHW owns a Cessna 421B airplane (the "airplane") that it uses in the course of its business. In 2008, RAM sold GHW two refurbished engines for a price of approximately \$103,943.00.

6. The right engine on the airplane has been a constant problem. GHW returned the right engine to RAM on numerous occasions. RAM has failed to diagnose the source of the problem and has failed to make adequate repairs. Because of the many difficulties it has had with the engine, GHW was forced to take the airplane out of service. Both the airplane and the engine are idle at this time.

7. RAM's response to GHW's complaints about the airplane engine was to file this lawsuit seeking a judicial limitation on its potential liability to GHW. Its declaratory judgment action contends that its liability is limited by the terms of an "Engine Sales Contract" that it executed with GHW at the time of the sale. This is not true.

8. The dispute between the parties, as I expressed to RAM in conversations with its legal counsel, is considerably broader than RAM attempts to portray it in its Petition for Declaratory Relief filed in the 414<sup>th</sup> Judicial District of McLennan County, Texas. Once GHW learned that RAM had filed its declaratory judgment suit in Texas (at a time when the parties were attempting to work out an amicable agreement), GHW filed its own lawsuit against RAM and another defendant in the Civil District Court for the Parish of Orleans, State of Louisiana. A

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copy of GHW's Petition is attached hereto as Exhibit A to this Affidavit. In its Petition, GHW asserts that RAM, as manufacturer and seller, is liable to GHW for the return of the purchase price of the defective engine and for all damages and expenses reasonably occasioned and caused by RAM's sale of a defective product. I made RAM aware and it was aware through its general dealings with GHW that GHW would base the airplane in Louisiana and that it would use the airplane (and the engines in dispute) in Louisiana.

9. At the very least, the amounts of damage RAM caused GHW to suffer as a result of its acts and omissions regarding the subject engine are, conservatively, the following:

- (1) Expenses that GHW has paid in attempts to repair the engine: approximately \$39,188.10;
- (2) Hangar expenses for the airplane during months in which the airplane has not been used and cannot be used: approximately \$2,275.00;
- (3) Pay for the plane's pilot during the months in which the airplane has not been used and cannot be used: approximately \$28,996.38;
- (4) Insurance premiums during the months in which the airplane was not used and could not be used: approximately \$4,086.18;
- (5) Attorney's fees required under Louisiana law for a successful claim for rescission against a seller such as RAM: minimum of \$50,000.00.
- (6) Price of new engine: approximately \$85,018. This price does not include a GHW core deposit of its previous engine. The price of engine GHW purchased in 2008 (approximately \$52,000.00) was a trade in value price difference. GHW obtained experts to evaluate the engine and determined that, more likely than not, the core of the RAM engine in dispute was defective; and therefore, the cost of a suitable replacement engine will likely cost GHW in excess of \$85,018.

10. The total amount of damage that RAM caused GHW to suffer as a result of the foregoing facts and the facts reflected in the lawsuit attached hereto as Exhibit A, which I expressly incorporate herein by this reference, is approximately \$209,563.66--well in excess of \$75,000.

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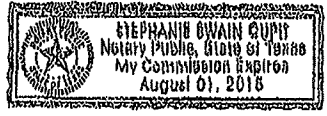
  
\_\_\_\_\_  
JOHN W. HOUGHTALING, II

SWORN TO AND SUBSCRIBED BEFORE ME BY JOHN W. HOUGHTALING, II ON THIS  
\_\_\_\_\_  
\_\_\_\_\_  
DAY OF JULY, 2012.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission expires on:

8-15



Case 6:12-cv-00176-WSS Document 1-5 Filed 07/09/12 Page 5 of 11

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

FILED  
JULY 9 2012  
JURY P. 11

GAUTHIER, HOUGHTALING  
& WILLIAMS, L.L.P.

Plaintiff

v.

RAM AIRCRAFT, L.P., and  
AERO PREMIER JET CENTER, LLC

Defendants

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CIVIL ACTION NO. 12-6028

D-16

JURY DEMANDED

PETITION

The plaintiff herein, Gauthier, Houghtaling and Williams, L.L.P., a Louisiana limited liability partnership domiciled in Jefferson Parish, Louisiana, presents the following claims against the defendants named below.

Defendants

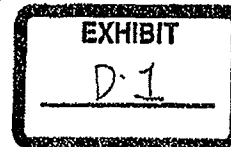
1. Named as defendants herein are the following: (1) RAM Aircraft, L.P. ("RAM"), a Texas limited partnership whose principal office and place of business is located in Waco, Texas, and (2) AeroPremier Jet Center, LLC ("AeroPremier"), a limited liability company with its principal place of business located this State and Parish.

Jurisdiction and Venue

2. This Court has subject matter jurisdiction over the matters alleged herein. Personal jurisdiction over RAM exists pursuant to the Louisiana "long arm" statute, La. R.S. 13:3201 et seq. Personal jurisdiction over AeroPremier exists because that company is organized under the laws of this State and does business in this State and Parish. Venue is proper in this Court because the plaintiff sustained injury in this Parish and because AeroPremier is domiciled in this Parish. The named defendants are liable *in solido* for the damages claimed in this suit by the plaintiff.

Factual Background

3. GHW purchased two new aircraft engines from RAM on or about June 25, 2008. During the course of discussions prior to the sale, RAM represented to GHW that the engines would have a functioning life expectancy of at least 1,800 hours between overhauls. Based on those assurances, the engines were installed in an airplane owned by GHW which, to the



Case 6:12-cv-00176-WSS Document 1-5 Filed 07/09/12 Page 6 of 11

defendants' knowledge, was based in this State and Parish.

4. On or about July 10, 2010, GHW's aircraft was brought to AeroPremier for service on the right propeller. The problem was diagnosed as having been caused by low oil pressure in the right engine. The engine had logged only 380 hours. Repairs were attempted by AeroPremier and the costs were borne by defendant RAM.

5. On or about August 16, 2010, the plane was returned to service. There were similar problems again and the plane was brought in to AeroPremier for service on or about August 27, 2010, to again repair the right propeller, due to low oil pressure in the right engine.

6. On or about July 18, 2011, the plane was brought in for a third repair on the right propeller, again due to low oil pressure in the right engine.

7. On December 20, 2011, the plane was brought in for a fifth repair to the right propeller due to low oil pressure in the right engine.

8. On or about January 14, 2012, the pilot noted that the right engine was very slow to develop proper, adequate and safe oil pressure.

9. In May, 2012, the aircraft annual service and inspection was conducted by Innovative Turbine Aircraft Solutions, who thereafter advised GHW that the aircraft could not pass the annual inspection due to continuous oil pressure problems in the right engine. Their letter advised that recent oil analysis reports "have warned of high fin content" and stated further that in a "span of 240.4 hours the RH prop latch has broken 5 times. R & D Propeller stated that a lack of engine oil pressure would be a likely cause for the prop's locks to break so many times." The author concluded that the problems were the result of "the assembly or overhaul" of the right engine, which had been accomplished by RAM.

10. From May 21, 2012 forward, the aircraft has been grounded and is unsafe to fly due to the ongoing problems with the defective engine sold to GHW by RAM.

11. GHW has not yet quantified the exact amount of the damages and losses it has sustained as a result of the sale to it of the defective engine, but they would include at the very least: the purchase price of the engine, the costs of repairs, maintenance costs incurred at times when the airplane was not available for use, insurance costs on the plane, salaries for the pilot and other personnel, hangar fees, lost charter opportunities, and losses caused by the inability of GHW to sell the airplane due to its defective condition. All of these losses and damages were incurred by GHW as a result of the sale of the defective engine to GHW by RAM.

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#### Breach of Warranty

12. The defendant RAM made express warranties about the condition and life of the engine as described above. These warranties formed an integral part of the bargain between GHW and RAM. The aircraft engine manufactured and sold by RAM was defective and therefore not of the quality expressly warranted by RAM.

13. Defendant RAM knew or had reason to know that GHW relied upon RAM's representations in purchasing the aircraft engine. It knew further that GHW would not have purchased the engine if it had known of its defective condition. Defendant RAM's breach of warranty proximately caused GHW's damages and losses.

#### Negligence

14. Defendant RAM had a duty to provide a safe aircraft engine free of defects to GHW. It breached this duty by selling GHW an engine which it knew or should have known was defective. RAM's breach of this duty was the actual and proximate cause of GHW's damages and it is therefore liable for all such damages.

#### Redhibition

15. The engine manufactured and sold by defendant RAM was defective within the meaning of Louisiana law. See La. Civil Code arts. 2520 *et seq.* The defective condition of the engine rendered it useless to GHW, or, in the alternative, its use so inconvenient that there is a legal presumption that GHW would not have bought the engine had it known of the defect. Having refurbished the engine prior to its sale to GHW, RAM occupies the position of a manufacturer under Louisiana law and is therefore deemed to have known of all defects in the engine. It is regarded as a seller in "bad faith" under Louisiana law and is responsible for all damages, expenses, and losses, including attorney's fees, permitted under La. Civil Code art. 2545.

16. The existence of the defect gives GHW the right to obtain rescission of the sale from defendant RAM and to recover all reasonable expenses which were occasioned by the sale and incurred for the preservation of the thing. These "expenses" would include the losses to GHW described above. GHW alleges further that it is entitled to its reasonable attorney's fees, costs and expenses incurred in the prosecution of this suit, as well as legal interest.

#### Negligent Repair

17. RAM repeatedly expressed its view that the problems with the engine were

Case 6:12-cv-00176-WSS Document 1-5 Filed 07/09/12 Page 8 of 11

caused by negligence on the part of defendant AeroPremier, which either failed to properly diagnose the problems reported by GWH or lacked sufficient skill or ability to effect the necessary repairs. Its negligence in this regard caused GHW to incur the damages and losses described above. AeroPremier is therefore liable solidarily, along with RAM, for all such damages and losses.

Jury Trial

18. GHW is entitled to a trial by jury on all issues presented herein and, pursuant to Article 1733A of the Louisiana Code of Civil Procedure, makes formal demand that this case be tried to a jury.

WHEREFORE, Plaintiff GHW prays for judgment against the defendants *in solido* for all damages and economic losses resulting from the sale of and/or negligent repairs to the engine that is the subject of this lawsuit. GHW prays further for its attorney's fees, costs, and expenses, as well as legal interest, and for all other general and equitable relief to which it might be entitled.

Respectfully submitted,

Gauthier Houghtaling & Williams, LLP

By: 

John W. Houghtaling, II (La. Bar 25009)  
 Frederick W. Bradley (La. Bar 3374)  
 3500 North Hullen Street,  
 Metairie, Louisiana 70002  
 Tel: (504) 456-8600  
 Fax: (504) 456-8624

*Attorneys for Plaintiff*  
 Gauthier, Houghtaling & Williams, LLP

PLEASE SERVE (with a certified copy of Discovery Requests)

- (1) RAM Aircraft, L.P., to be served pursuant to La. R.S. 13:3204 via commercial courier:  
 Robin E. Baird  
 RAM Aircraft, L.P.  
 7505 Karl May Drive  
 Waco, Texas 76708

PLEASE SERVE

- (2) AeroPremier Jet Center, LLC, to be served through its agent for service of process:  
 Keith Holcomb  
 6401 Stars and Stripes Blvd.  
 New Orleans, Louisiana 70126

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

GAUTHIER, HOUGHTALING & WILLIAMS, L.L.P.

Plaintiff

v.

RAM AIRCRAFT, L.P., and AERO PREMIER JET CENTER, LLC

Defendants

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CIVIL ACTION NO. \_\_\_\_\_

JURY DEMANDED

DISCOVERY REQUESTS

NOW INTO COURT, through its undersigned counsel, comes the plaintiff, Gauthier, Houghtaling & Williams, LLP, and pursuant to Articles 1457, 1462, and 1466 of the Louisiana Code of Civil Procedure, propounds the following interrogatories, requests for production of documents, and requests for admissions of fact on defendant RAM Aircraft, L.P.

Definitions

Within these discovery requests, the following words are defined as follows:

- a. "GHW" means the plaintiff, Gauthier, Houghtaling and Williams, LLP.
b. "You" or "your" means the defendant RAM Aircraft, L.P.
c. The "engine" means the engine described in the Petition filed herein, which engine was sold by defendant RAM Aircraft, L.P. to GHW.

Interrogatories

- 1. Identify all documents that discuss or reference (a) the engine sold by you to GHW; (b) work performed by you or at your request on the engine subsequent to the sale; (c) any mechanical problems with the engine.
2. Identify all documents that reflect negotiations and/or discussions with GHW (or any of its representatives) relative to the sale of engines to GHW.
3. Identify the persons employed by or associated with RAM who are most knowledgeable concerning (a) the acquisition of the engine by RAM; (b) the warranty and service history of the engine; (c) any representations made by RAM to GHW concerning the capabilities of the engine.
4. If any other persons have reported problems that are similar to those encountered by GHW with respect to this engine, (a) identify the person or persons, (b) identify the engine or



Case 6:12-cv-00176-WSS Document 1-5 Filed 07/09/12 Page 10 of 11

engines at issue, (c) identify all documents in which there is any discussion or analysis of the reported problems, (d) identify the person at RAM who is most knowledgeable concerning the nature of the problems.

5. If you have any explanation or theory as to the nature of the problem reported by GHW with respect to the engine, set forth in specific detail the facts that support your explanation or theory.

6. Identify all documents that relate to or discuss the substance of any communications you have had with respect to the engine with AeroPremier Jet Transport.

Request for Production of Documents

1. Produce all documents identified, or that you are required to identify, in your answers to the foregoing interrogatories.

2. Produce all documents that refer, relate or pertain to the malfunction of the type of engine at issue in this suit due to low oil pressure.

3. Produce all documents that refer, relate or pertain to allegations in any lawsuit that RAM manufactured and/or sold a defective and/or negligently overhauled engine.

Request for Admissions

1. Admit that Rick Roper and/or Robin Baird scheduled a conference call with John Houghtaling for Monday, June 11, 2012 at 5pm.

2. Admit that Rick Roper and/or Robin Baird had a conversation with John Houghtaling on Friday June 8, during which one or both of them represented to and agreed with Mr. Houghtaling that no litigation would be commenced prior to the conference call scheduled for Monday, June 11, 2012 at 5pm.

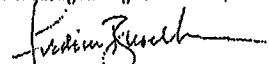
3. Admit that Rick Roper and/or Robin Baird, acting on behalf of RAM Aircraft, L.P., breached the agreement with Mr. Houghtaling by filing a lawsuit against GHW on Friday, June 8, 2012.

Case 6:12-cv-00176-WSS Document 1-5 Filed 07/09/12 Page 11 of 11

Respectfully submitted,

Gauthier Houghtaling & Williams, LLP

By:

  
John W. Houghtaling, II (La. Bar 25009)  
Frederick W. Bradley (La. Bar 3374)  
3500 North Hallen Street,  
Metairie, Louisiana 70002  
Tel: (504) 456-8600  
Fax: (504) 456-8624

*Attorney for Plaintiff*  
Gauthier, Houghtaling & Williams, LLP

Case 6:12-cv-00176-WSS Document 2 Filed 07/09/12 Page 1 of 2  
6.12 - CV 176

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

Supplement to JS 44 Civil Cover Sheet  
Cases Removed from State District Court

This form must be filed with the Clerk's Office no later than the **first business day** following the filing of the Notice of Removal. Additional sheets may be used as necessary.

The attorney of record for the removing party **MUST** sign this form.

**STATE COURT INFORMATION:**

1. Please identify the court from which the case is being removed; the case number; and the complete style of the case.

414th Judicial District, McLennan County, Texas  
2012-2140-5  
RAM Aircraft, L.P. v. Gauthier, Houghtaling & Williams, L.L.P.

2. Was jury demand made in State Court?      Yes       No

If yes, by which party and on what date?

\_\_\_\_\_      \_\_\_\_\_  
Party Name      Date

**STATE COURT INFORMATION:**

1. List all plaintiffs, defendants, and intervenors still remaining in the case. Also, please list the attorney(s) of record for each party named and include the attorney's firm name, correct mailing address, telephone number, and fax number (including area codes).

RAM Aircraft, L.P. - Plaintiff  
c/o Law Offices of Robin E. Baird, P.C.  
7505 Karl May Dr.  
PO Box 5219  
Waco, TX 76708  
Phone: 254-752-8381  
Fax: 254-296-9076

Gauthier, Houghtaling & Williams, L.L.P.  
c/o Briggie & Polan, PLLC  
812 San Antonio St., Ste. 310  
Austin, TX 78701  
Phone: 512-472-1926  
Fax: 512-472-1174

Case 6:12-cv-00176-WSS Document 2 Filed 07/09/12 Page 2 of 2


2. List all parties that have not been served at the time of the removal, and the reason(s) for non-service.

3. List all parties that have been non-suited, dismissed, or terminated, and the reason(s) for their removal from the case.

**COUNTERCLAIMS, CROSS-CLAIMS, and/or THIRD-PARTY CLAIMS:**

1. List separately each counterclaim, cross-claim, or third-party claim still remaining in the case and designate the nature of each such claim. For each counterclaim, cross-claim, or third-party claim, include all plaintiffs, defendants, and intervenors still remaining in the case. Also, please list the attorney(s) of record for each party named and include the attorney's firm name, correct mailing address, telephone number, and fax number (including area codes).

**VERIFICATION:**

  
\_\_\_\_\_  
Attorney for Removing Party

7/9/12  
\_\_\_\_\_  
Date

Gauthier, Houghtaling & Williams L.L.P.  
\_\_\_\_\_  
Party/Parties

JS 44 (Rev. 09/11)

**CIVIL COVER SHEET**

The JS 44 civil coversheet 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 NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>Gauthier, Houghtaling &amp; Williams, L.L.P.</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff <u>Jefferson Parish, Louisiana</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p><b>(c)</b> Attorneys <i>(Firm Name, Address, and Telephone Number)</i> John W. Houghtaling, Frederick W. Bradley Gauthier, Houghtaling &amp; Williams, LLP 3500 N. Hullen St., Metairie, Louisiana 70002</p>	<p><b>DEFENDANTS</b></p> <p>RAM AIRCRAFT, L.P. AND AERO PREMIER JET CENTER, LLC</p> <p>County of Residence of First Listed Defendant <u>McLennan County, Texas</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i> Tarak Anada, Jones Walker, LLP, 201 St. Charles Ave., New Orleans, LA 70170; John R. Walker, Jones Fussell, L.L.P., Northlake Corporate, 1001 Service Road East, Covington, Louisiana 70433</p>
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<p><b>II. BASIS OF JURISDICTION</b> <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input checked="" type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td><b>PTF</b></td> <td><b>DEF</b></td> <td></td> <td><b>PTF</b></td> <td><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input checked="" type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)*

<p><b>CONTRACT</b></p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input checked="" type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p><b>TORTS</b></p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Med. Malpractice</p> <p><b>PERSONAL INJURY - PRODUCT LIABILITY</b></p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><b>FORFEITURE/PENALTY</b></p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p><b>LABOR</b></p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p> <p><b>IMMIGRATION</b></p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition)</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><b>BANKRUPTCY</b></p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><b>PROPERTY RIGHTS</b></p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p><b>SOCIAL SECURITY</b></p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><b>FEDERAL TAX SUITS</b></p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p><b>OTHER STATUTES</b></p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 450 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
<p><b>REAL PROPERTY</b></p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease &amp; Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p><b>CIVIL RIGHTS</b></p> <p><input type="checkbox"/> 440 Other Civil Rights</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities - Other</p> <p><input type="checkbox"/> 448 Education</p>	<p><b>PRISONER PETITIONS</b></p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p><b>Habeas Corpus:</b></p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus &amp; Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</p>		

**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

**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. §1446, 28 U.S.C. § 1332

Brief description of cause:  
Petition for Negligence, Breach of Warranty, and Redhibition

**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 \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 07/18/2012

SIGNATURE OF ATTORNEY OF RECORD: 

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA  
STATE OF LOUISIANA**

<b>GAUTHIER, HOUGHTALING &amp; WILLIAMS, L.L.P.</b>	*	<b>CIVIL ACTION NUMBER:</b>
<b>Plaintiff</b>	*	<b>JUDGE</b>
V.	*	<b>MAGISTRATE</b>
<b>RAM AIRCRAFT, L.P. AND AERO PREMIER JET CENTER, LLC.</b>	*	
<b>Defendants</b>	*	

**NOTICE TO PARTIES OF REMOVAL**

TO:

Gauthier, Houghtaling & Williams, LLP  
Through its counsel of record:  
John W. Houghtaling  
Frederick W. Bradley  
Gauthier, Houghtaling & Williams, LLP  
3500 N. Hullen St.  
Metairie, Louisiana 70002

Aero Premier Jet Center, L.L.C.  
Through its counsel of record:  
John R. Walker  
Jones Fussell, L.L.P  
Northlake Corporate Park, Suite 103  
1001 Service Road East  
Covington, Louisiana 70433

PLEASE TAKE NOTICE that on the 18<sup>th</sup> day of July, 2012, RAM Aircraft, L.P. filed a Notice of Removal as required by law for removal of the case entitled "*Gauthier, Houghtaling & Williams, L. L. P. v. RAM Aircraft, L. P. and Aero Premier Jet Center, LLC*" filed on June 19,

2012 in the Civil District Court for the Parish of Orleans, State of Louisiana, bearing Docket No. 12-06026-D, to the United States District Court for the Eastern District of Louisiana.

A copy of the Notice of Removal filed with the United States District Court pursuant to 28 U.S.C. §1446 is attached hereto.

Respectfully submitted,

/s/Tarak Anada

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Tarak Anada (#31598)  
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Attorneys for RAM Aircraft, L.P.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing document has been served on all counsel of record via electronic mail on this 18th day of July, 2012, to be followed by U.S. mail on the 19<sup>th</sup> day of July, 2012.

/s/ Tarak Anada

Tarak Anada

Attorney for RAM Aircraft, L.P.