

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS**

**STATE OF LOUISIANA**

NO. \_\_\_\_\_

DIVISION " "

14-9471

**EARTH SEARCH, INC.**

**VERSUS**

**VINCENT MARCELLO, INDIVIDUALLY AND D/B/A  
MARCELLO PROPERTIES, AND MARCELLO PROPERTIES**

FILED: \_\_\_\_\_

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FILED  
2014 SEP 26 P 5:02  
CIVIL  
DISTRICT COURT  
D-16

**PETITION FOR DAMAGES FOR BREACH OF CONTRACT AND/OR IN THE  
ALTERNATIVE FOR DAMAGES CAUSED BY DETRIMENTAL RELIANCE AND/OR  
IN THE ALTERNATIVE FOR UNJUST ENRICHMENT AND/OR IN THE  
ALTERNATIVE ON OPEN ACCOUNT**

The petition of EARTH SEARCH, INC., a Louisiana Corporation, domiciled in Orleans Parish, Louisiana, respectfully represents that:

**SECTION I.**

Defendants, VINCENT MARCELLO and MARCELLO PROPERTIES are domiciled in Orleans Parish, Louisiana.

**SECTION II**

On or about May 2011, defendants asked the University of New Orleans archaeology professor for help in conducting the disinterment and reinterment of human remains from burials at 624-628 Rampart Street, New Orleans.

**SECTION III**

The defendants were at that time in the process of making improvements and reconstructing the properties at 624-628 Rampart Street, New Orleans, and as part of that process the defendants wanted to excavate part of the properties to install a swimming pool.

**SECTION IV**

The defendants either were informed or were under the belief that there may have been human remains on the properties since the properties were formally known to be part of St. Peter's Cemetery.

#### SECTION V

On May 15, 2011, Professor Ryan Gray submitted to defendants by email a copy of the document he prepared for the defendants for the burial removal permit (please see Exhibit I, attached). In that email Professor Gray also informed the defendants that unless the defendants ... "had any objections" the plaintiff "will be providing this to the State" and that he was currently working up a budget for the plaintiff's involvement in the project and that "it is hard to come up with an exact cost" because of the amount of labor required which "will vary a bit depending on how many graves" are "to be removed."

#### SECTION VI

On May 18, 2011, Professor Gray send plaintiff's estimated costs and expenses by email to the defendants (please see Exhibit II, attached). In that same email, Professor Gray said that plaintiff's costs and fees are hard to estimate but they could "easily come out to something in the range of \$150,000 and \$200,000."

#### SECTION VII

On June 27, 2011, the Louisiana Department of Culture, Recreation and Tourism issued for the disinterment and reinterment of the graves to the plaintiff and a list of conditions of the permit that outlined the extensive work that the Department demanded the plaintiff perform (please see Exhibit III, attached).

#### SECTION VIII

Sometime during May or June 2011, plaintiff met with defendants and Professor Gray and left that meeting believing had plaintiff had been contracted by defendants to obtain the subject permit and to do the work called for under that permit.

#### SECTION IX

Plaintiff relied on the assurances and promises of defendants, and by or about September 29, 2011, plaintiff had obtained the permit for defendants and had completed the work required for the defendants and under the permit, and also on that date, plaintiff invoiced defendants a total of \$57,302.55 for costs, fees, and expenses plaintiff incurred in the performance of the subject work for defendants (please see Exhibit IV, attached)..

## SECTION X

Despite amicable demand, defendants have not paid the balance due on this account.

## SECTION XI

On March 12, 2014, plaintiff invoiced defendants an additional \$6,500.00 for expenses incurred and billed by LSU Faces Lab (please see Exhibit V, attached).

## SECTION XII

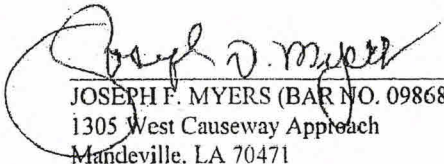
Despite additional amicable demand (please see Exhibit VI, attached, from Provosty law firm), defendants have paid nothing on the account and have been unjustly enriched, as well as have breached the oral and written-in-email contract plaintiff had with defendants.

## SECTION XII

Enough time has passed since the mailing of notices to defendants, correctly setting forth the amounts owed and defendants are therefore liable for plaintiff's reasonable attorney's fees for bringing this action.

**WHEREFORE**, plaintiff prays that a judgment is entered in foavor of petitioner and against defendants in the full and true amount of \$63,802.33, together with legal interest from September 29, 2011 until finally paid; for attorney's fees as the Court deems reasonable and proper; for all costs of these proceedings; and for any other legal and equitable relief as the Court deems necessary and proper.

Respectfully submitted,

  
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