

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

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WILLIAM W. BLEVINS
CLERK *C*

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

CIVIL ACTION NO.

VERSUS

SECTION

14-18821

PATRICK N. SMITH, PACIFIC
WEST RESOURCES, LLC f/k/a
WESTPAC RESOURCES, LLC,
ROD LAKE & COSTNERLAKE, LLC

MAGISTRATE

SECT. G MAG. 4

COMPLAINT

Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. ("Baker Donelson"), through undersigned counsel, states the following for its Complaint against the Defendants.

Parties, Jurisdiction, and Venue

1.

Plaintiff Baker Donelson is a foreign professional law corporation with its principal place of business in Memphis, Tennessee. Baker Donelson has approximately seventy (70) lawyers licensed to practice law in the State of Louisiana, which lawyers are located in offices in New Orleans, Baton Rouge, and Mandeville, Louisiana.

2.

Defendant Patrick N. Smith is a person of the full age of majority and a resident of California.

3.

Defendant Rod Lake is a person of the full age of majority and a resident of California. On information and belief, Mr. Lake is a member and the manager of Defendant CostnerLake, LLC.

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 Doc No _____

4.

Defendant Pacific West Resources, LLC f/k/a WestPac Resources, LLC (“Pacific West”) is a foreign limited liability company organized under the laws of Delaware with its principal place of business in California.

5.

Defendant CostnerLake, LLC (“CostnerLake”) is a foreign limited liability company organized under the laws of California with its principal place of business in California. On information and belief, CostnerLake is the sole member and manager of Pacific West.

6.

The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a), as this is a civil action between citizens of different states and the matter in controversy exceeds \$75,000. Moreover, the controversy arises out of the Defendants’ specific contacts with Baker Donelson in Louisiana.

7.

Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events and omissions giving rise to the claims occurred in this judicial district.

Factual Allegations

8.

Baker Donelson was retained by Mr. Smith on February 7, 2011, to represent him in a lawsuit that was then-pending in this judicial district, which was captioned *Spyridon C. Contogouris, et al. v. WestPac Resources, LLC, et al.*, Civil Action No. 10-4069, Section “F” (the “Contogouris Action”). Mr. Smith was a named defendant in that action. Mr. Smith signed an

engagement letter on February 7, 2011, agreeing to pay Baker Donelson its hourly fees for all legal services performed on his behalf on a monthly basis and to reimburse the firm for all expenses and costs incurred during the representation, all as set forth in the Engagement Letter and “Terms of Engagement,” attached as Exhibits “A” and “A-1.”

9.

The allegations against Mr. Smith in the Contogouris Action arose out of his membership interest and involvement in Defendant Pacific West and in connection with Ocean Therapy Solutions, LLC (“OTS”), a related Louisiana limited liability company. Pacific West was formed in early 2010 to, among other things, further develop oil and water separation technology that could be used to clean oil spills and to enhance the effectiveness of devices known as centrifuge separators in an oil spill cleanup. Pacific West was a member of OTS. OTS was formed in May 2010, not long after the Deepwater Horizon oil spill in the Gulf of Mexico, and marketed centrifuge separators and membrane technology to BP to assist in the oil spill cleanup in the Gulf of Mexico. BP entered into a lease agreement with OTS in June 2010 for 32 of the centrifuge separators.

10.

The Contogouris Action was filed on December 22, 2010, by two original members of OTS who sold their interests to Mr. Smith in June 2010. Also named as defendants in the Contogouris Action were Pacific West and Kevin Costner, who, along with Mr. Lake, is a member of CostnerLake. Mr. Smith was served with the lawsuit on January 24, 2011. He retained Baker Donelson on February 7, 2011. Baker Donelson’s first appearance on Mr. Smith’s behalf in the Contogouris Action was on February 8, 2011.

11.

Between April 11 and 14, 2011, which was after the Contogouris Action was filed and Baker Donelson had appeared in the suit as Mr. Smith's counsel, various parties who had been involved either directly or indirectly in OTS, Pacific West, CostnerLake, and in the development, manufacturing, and marketing of centrifuge technology, including Mr. Smith, Mr. Lake, Mr. Costner, Pacific West, and CostnerLake, executed a "Transfer, Redemption and Settlement Agreement" (the "Agreement"). Exhibit B (filed under seal). [REDACTED]

[REDACTED] Mr. Smith had already transferred his interests in OTS as of the execution of the Agreement.

12.

Section 4.2 of the Agreement provides:

4.2 [REDACTED]

Exhibit B, Section 4.2 (emphasis added).¹

¹ [REDACTED]

13.

Baker Donelson's first invoice to Mr. Smith for its legal services was dated March 31, 2011. It was paid on April 18, 2011 by a check from Westpac Resources. All further payments for Baker Donelson's fees and for costs incurred in the representation of Mr. Smith in the Contogouris Action were paid by Westpac Resources / Pacific West, Mr. Smith, or a Smith-related trust.

14.

The Contogouris Action was tried to a jury on June 4, 2012 through June 14, 2012. The jury rendered a verdict in favor of Mr. Smith and the other defendants.

15.

Baker Donelson's invoices were paid promptly and fully until the trial started. Approximately two months before the trial began, Roy Cheatwood, who was lead counsel for Mr. Smith, had a telephone conference with Mr. Lake, who is the manager of CostnerLake (the sole member of Pacific West) and who was heavily involved in trial preparation and a witness at the trial, in which Mr. Lake specifically represented to Mr. Cheatwood that Pacific West had sufficient funds to pay for all defense counsel's legal fees, including Baker Donelson's fees, to try the case. Mr. Cheatwood and Baker Donelson reasonably relied on that representation. Further, on May 2, 2012, Mr. Cheatwood and Mr. Lake specifically discussed an estimated budget prepared by Baker Donelson regarding its fees and costs from that date through the end of trial. Baker Donelson estimated that it would incur approximately \$275,000 to \$325,000 in fees, although the understanding was that the budget was non-binding and could differ based on various factors, including the demands of the trial. Mr. Lake approved the budget on behalf of Pacific West and/or CostnerLake. In reliance on these actions and representations by Mr. Lake, Pacific West, and

CostnerLake, Baker Donelson, spent hundreds of hours of time and incurred significant expenses in preparing for and beginning the trial.

16.

During the trial, additional representations were made by Mr. Lake to defense counsel, as there was some concern among the defendants' lawyers about the necessarily-large amount of legal fees and costs being incurred by the parties with respect to the trial. Mr. Lake communicated, during trial, that, if necessary, he, Mr. Costner, and/or CostnerLake would loan the required funds to Pacific West to pay all of the legal fees and costs. After trial concluded, Mr. Lake again represented to Mr. Cheatwood that he, Pacific West, OTS, and Mr. Costner intended to pay the firm's legal bills, although he stated that, at that particular time (August 3, 2012), Pacific West could only pay 30% of Baker Donelson's outstanding bills. After the plaintiffs in the Contogouris Action filed their appeal, Mr. Lake, once again, on September 18, 2012, told Mr. Cheatwood that Pacific West expected to have enough funds from a contract that would be closing to pay Baker Donelson's legal fees in full. Baker Donelson reasonably relied on Mr. Lake's representations and fully and vigorously represented Mr. Smith through the end of trial and through the appeal process that followed.

17.

Notwithstanding the representations and promises Mr. Lake made prior to and during trial, no timely payments or payments in full were made with respect to Baker Donelson's invoices after trial started. An accounts receivable balance began to accrue as of the firm's June 21, 2012 invoice. Mr. Smith made one partial payment on the outstanding balance owed the firm on August 28, 2012. Baker Donelson made informal demands for the balance owed on both Mr. Smith and Pacific West. Mr. Smith made no further payments, however, [REDACTED]

[REDACTED]

[REDACTED]

18.

The judgment on the jury's verdict in the Contogouris Action became final on or about February 21, 2014. Baker Donelson directed several inquiries again at that time to both Mr. Smith and Mr. Lake regarding its being paid the outstanding amount of fees and costs owed. Mr. Smith, in turn, also made an inquiry to Mr. Lake about Pacific West's payment of the balance. On March 24, 2014, Mr. Lake informed Mr. Cheatwood that he and Mr. Costner would *not* loan Pacific West any further funds to pay the legal fees owed and that he did not "expect to have the funds at any point in the future."

19.

On March 28, 2014, Baker Donelson sent its most-recent invoice to Mr. Smith, requesting immediate payment of the entire balance owed. [REDACTED]

[REDACTED] Baker Donelson heard nothing else about that proposed course of action and has received no payments from Mr. Smith or Pacific Resources. The firm's current outstanding balance owed is \$409,083.38. Baker Donelson has made a written formal demand on Mr. Smith for that amount.

Count 1: Claim on Louisiana's Open Account Statute Against Mr. Smith

20.

Baker Donelson re-alleges and incorporates by reference all preceding allegations in this Complaint.

21.

The legal fees and costs owed to Baker Donelson by Mr. Smith, pursuant to the terms of the firm's engagement, constitute an "open account" under Louisiana law. Written demand has been made on Mr. Smith for payment of the amount owed. Under La. Rev. Stat. § 9:2781, Mr. Smith is liable to Baker Donelson for the balance owed and, if the balance is not paid within 30 days of the formal demand letter, for its reasonable attorneys' fees and costs in having to prosecute this claim.

Count 2: Breach of Contract Against Mr. Smith

22.

Baker Donelson re-alleges and incorporates by reference all preceding allegations in this Complaint.

23.

Mr. Smith obligated himself to pay all of Baker Donelson's legal fees and the costs and expenses incurred by the firm during the course of its representation of him in the Contogouris Action when he signed Baker Donelson's February 2, 2011 engagement letter and agreed to the firm's "Terms of Engagement." Mr. Smith has breached the engagement agreement with Baker Donelson and is liable for that breach of contract.

Count 3: [REDACTED]

24.

Baker Donelson re-alleges and incorporates by reference all preceding allegations in this Complaint.

25.

[REDACTED]

**Fourth Cause of Action: Detrimental Reliance
Against Pacific West, Mr. Lake, and CostnerLake**

26.

Baker Donelson re-alleges and incorporates by reference all preceding allegations in this Complaint.

27.

Mr. Lake, in his individual capacity and in his capacity as a member and manager of CostnerLake, which, in turn, is the manager of Pacific West, made multiple representations and

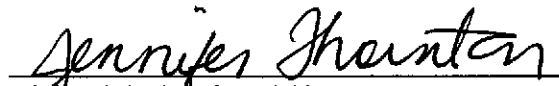
promises to Baker Donelson regarding payment of Baker Donelson's legal fees and costs. Those representations, outlined above, were intended to induce Baker Donelson to continue in its representation of Mr. Smith prior to trial, during trial, and during the appeal of the Contogouris Action. Baker Donelson reasonably relied on those representations to its detriment, as it professionally, conscientiously, and competently represented Mr. Smith, as agreed, but has not been compensated for all of its legal services.

Prayer for Relief

Wherefore, Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., prays as follows:

- (a) That this Complaint be deemed sufficient;
- (b) That the Defendants be summoned to appear and answer as the law directs;
- (c) That, after due proceedings, there be judgment in Baker Donelson's favor and against the Defendants for the amount of all unpaid professional fees and unreimbursed costs and expenses incurred in the firm's representation of Mr. Smith in the Contogouris Action, along with pre- and post-judgment interest and costs, as allowed by law;
- (d) That, after due proceedings, there be judgment in its favor and against the Defendants for Baker Donelson's attorneys' fees and costs associated with the prosecution of this action; and
- (e) For such other legal and equitable relief as the Court deems appropriate.

Respectfully submitted,



Richard C. Stanley, 8487

William M. Ross, 27064

Jennifer L. Thornton, 27109

Of

STANLEY, REUTER, ROSS,

THORNTON & ALFORD, L.L.C.

909 Poydras Street, Suite 2500

New Orleans, Louisiana 70112

Telephone: (504) 523-1580

Facsimile: (504) 524-0069

*Attorneys for Baker, Donelson, Bearman, Caldwell
& Berkowitz, P.C.*

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www.bakerdonelson.com

ROY CHEATWOOD
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Direct Fax: 504.636.3966
rcheatwood@bakerdonelson.com

February 2, 2011

Mr. Patrick N. Smith
c/o WestPac Resources
1238 San Sorento Court
Grover Beach, CA 93433

Re: *Spyridon C. Contogouris, et al v. WestPac Resources, LLC et al.*
C.A. No. 10-4609; United States District Court, Eastern District of Louisiana

Dear Mr. Smith:

We are pleased that you have asked Baker, Donelson, Bearman, Caldwell & Berkowitz to represent you in connection with the lawsuit filed against you by Spyridon Contogouris and Steven Baldwin in the United States District Court, Eastern District of Louisiana. It is our pleasure to work with you on this matter and others as we may mutually agree in the future.

The purpose of this letter is to confirm our engagement as counsel and to provide certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationships with our clients, we have found it a helpful practice to confirm with our clients the nature and terms of our representation.

Our engagement will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination.

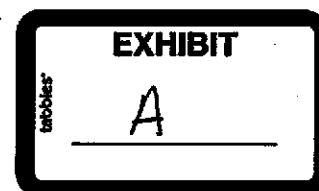
We will bill you monthly based upon hourly rates and expect each statement to be paid promptly. My hourly rate is \$370 and Alex McIntyre's rate is \$305 per hour; associates who may be working on this matter are currently billing at \$220-\$250 per hour; and our paralegals are currently billing at \$120-\$150 per hour. Our rates are periodically adjusted and the rates of attorneys working on your matter may be raised based on market considerations and/or increased seniority or specialization of the lawyers involved. You will be billed for expenses, such as photocopy expense, long distance calls, telecopies, etc., as well.

If we are called upon to issue any written opinion, comfort or other similar letters, it is our practice to charge a premium in addition to billings at hourly rates. Of course, any premium billings will be discussed with you in advance. Attached to this letter is a summary of the terms of engagement that

NO RCC 341182 v1

0-0 02/01/2011

ALABAMA • GEORGIA • LOUISIANA • MISSISSIPPI • TENNESSEE • WASHINGTON, D.C.



Mr. Patrick N. Smith
February 2, 2011
Page 2

will apply to our representation. Please review these and let me know if you have any questions concerning our policies.

Directions should be put in place to preserve any paper documents or electronic files that may bear upon the case. Please do not destroy any documents or e-mails in any manner pertaining to the facts of this case.

This firm has a policy of requiring that a retainer be paid in all new engagements, and a retainer in the amount of \$10,000 seems appropriate for this case. The retainer will be held as security for application at the end of this case. Any portion of the retainer remaining at the conclusion of this case will be refunded.

If the terms described above and in the attached summary are satisfactory, please sign the enclosed copy of this letter and return it to me.

I am very glad to have the opportunity to be of service to you in connection with this matter, and I look forward to a mutually satisfactory relationship.

Thank you for your cooperation.

Very truly yours,


Roy Cheatwood

RCC/dep

Enclosure

AGREED AND ACCEPTED:

PATRICK N. SMITH



Dated: 2/7/11

NO RCC 341182 VI

0-0 02/01/2011

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.

TERMS OF ENGAGEMENT

We appreciate your decision to retain Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. as your legal counsel. Our initial engagement is limited to the matter(s) identified in the engagement letter that accompanies this attachment. The following summarizes our billing practices and certain other terms that will apply to our initial and any future engagement.

1. **MONTHLY BILLING.** We will bill monthly throughout the engagement for a particular matter, absent an express agreement to the contrary, and our statements are due within 30 days from the date they were rendered. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally responsible for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee was charged.

2. **DELINQUENCIES.** In the event that a statement is not fully paid within 60 days from the date it was rendered, we will have the discretion to determine whether our withdrawal from this matter is appropriate under the circumstances. By retaining us under these terms, you agree that we are entitled to attorneys' fees and costs if collection activities are necessary. You also agree that non-payment of statements shall entitle us to stop work and withdraw from your representation in any court or administrative proceedings and you agree not to contest any such withdrawal.

3. **RETAINERS AND ESTIMATES.** When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. The firm generally requires a retainer in an amount which is appropriate with respect to the proposed representation. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the representation, if any unearned portion of a retainer exceeds \$20,000, it will be refunded to you. Otherwise, it will be retained by the firm.

4. **INQUIRIES AND BILLING FORMATS.** We invite our clients to discuss freely with us any questions that they have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire.

5. **DELEGATION AND PERIODIC CHANGES IN RATES.** In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. When selecting lawyers to perform services for a client, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands and other factors influencing the professional responsibility required for each matter. Of course, our internal allocation of values for lawyer times changes periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience and reputation. We record and bill our time in one-tenth hour (six minute) increments.

6. **EXPENSES.** In addition to legal fees, our statements may include out-of-pocket expenses that we have advanced on your behalf and other charges (which may exceed direct costs) for certain support activities. Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. reserves the right to submit expenditures of \$100.00 or more to you for direct payment to the service provider. Advanced costs generally will include such items as travel expenses, postage, filing, recording, certification and registration fees charged by governmental bodies. Our charges typically include such items as long distance telephone calls, facsimile transmissions, overnight courier services, computer research and charges for photocopying materials sent to you or third parties or required for our use. Unless otherwise specifically agreed, you agree to pay us for these other charges on the following basis: (a) long distance telephone - published long distance rates; (b) facsimile transmissions - ~~4.00 per page~~ for outgoing faxes and no charge for incoming faxes; and (c) photocopying - \$0.25 per page. *10¢*

7. **THIRD PARTIES SUCH AS EXPERTS AND COURT REPORTERS.** During the course of our representation, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these costs.

8. **SCOPE OF OUR DUTIES.** We will provide the legal services generally described in the engagement letter that accompanies this

attachment. You will provide us with such factual information and materials as we require to perform the services identified in the engagement letter, and will make such business or technical decisions and determinations as are appropriate. It is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing, unless otherwise specified in the letter. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

9. **ETHICAL MATTERS.** Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and its lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that in instances in which we represent a corporation or similar legal entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions. In those cases, our professional responsibilities are owed to the entity. Of course, we can also represent individual executives, shareholders, partners and other persons related to the entity in matters that do not conflict with the interests of the entity.

Because we are a large, full-service law firm with offices located throughout Tennessee and in Washington, D.C., Jackson, Mississippi, Birmingham, Alabama, Atlanta, Georgia, New Orleans, Louisiana, lawyers in one office or practice area may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be foreclosed in an appropriate situation from retaining a law firm that competes with Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. our firm wishes to be able to consider the representation of multiple competitors in your industry or other clients who may have interests that are potentially adverse to your interests, but with respect to matters that are unrelated in any way to our representation of you. The ethics governing the legal profession permit law firms to accept such multiple representations assuming certain criteria are met as discussed below.

During the term of this engagement, our primary obligation and goal is to meet the legal needs of you - our valued client. Consequently, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and you have consented to our representation of the other client. You agree, however, that you will be reasonable in evaluating such circumstances and that you will give your consent if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to withhold consent to our representation of another client whose interests are adverse to yours. You will retain the right, of course, to contest in good faith our representation that the criteria have been met, in which event we would have the burden of supporting our representations to you.

Attached to these Terms of Engagement is a copy of our Privacy Policy.

10. **TERMINATION OF SERVICE.** Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either party subject to ethical restraints and the payment of all fees and costs. In the unusual event that a court of competent jurisdiction refuses to permit Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. to withdraw upon termination, you remain responsible for fees and costs.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

010204

EXHIBIT

A-1

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.

PRIVACY POLICY

Under a recently adopted federal law, attorneys in some circumstances may be required to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of client confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy and the confidentiality of your information.

Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as agreed to by you, or as required under applicable law.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

This notice requirement only applies to nonpublic personal information about individuals who obtain financial products or services primarily for personal, family, or household purposes, and does not apply to information about companies or individuals who obtain such products or services for business, commercial, or agricultural purposes.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.

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CIVIL ACTION NO.

VERSUS

SECTION

PATRICK N. SMITH, PACIFIC
WEST RESOURCES, LLC f/k/a
WESTPAC RESOURCES, LLC,
ROD LAKE & COSTNERLAKE, LLC

MAGISTRATE

**EXHIBIT B TO COMPLAINT
FILED UNDER SEAL**



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

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.

(b) County of Residence of First Listed Plaintiff Shelby (TN) (EXCEPT IN U.S. PLAINTIFF CASES)

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

Richard C. Stanley, William M. Ross, Jennifer L. Thornton STANLEY, REUTER, ROSS, THORNTON & ALFORD, L.L.C. 909 Poydras St., Suite 2500. New Orleans, LA 70112 (504) 523-1580

DEFENDANTS

PATRICK N. SMITH, PACIFIC WEST RESOURCES, LLC f/k/a WESTPAC RESOURCES, LLC, ROD LAKE & COSTNERLAKE, LLC

County of Residence of First Listed Defendant Santa Barbara (CA) (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

14-1882 SECT. 6 MAG. 4

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, 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)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHERS.

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. § 1332(a)

Brief description of cause: Suit for payment of legal fees and costs owed

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 08/18/2014

SIGNATURE OF ATTORNEY ON RECORD Jennifer Thornton

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE