

2.

Defendant, the Parish of Jefferson through the Jefferson Parish Council (hereafter “Jefferson Parish”), is domiciled in the State of Louisiana.

JURISDICTION AND VENUE

3.

This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332(a)(1) due to the fact that (1) diversity of citizenship exists between the parties and (2) the amount in controversy exceeds \$75,000.

4.

Plaintiff, Waste Management of Louisiana, L.L.C. is a limited liability company. For purposes of determining diversity of citizenship, a limited liability company is deemed to be a citizen of each state in which any of its members is a citizen. Waste Management of Louisiana, L.L.C. only has one member, Waste Management of Louisiana Holdings One, Inc. Waste Management of Louisiana Holdings One, Inc. is incorporated in Delaware and has its principal place of business in Texas. Therefore, Waste Management of Louisiana, L.L.C. is a citizen of Delaware and of Texas for purposes of diversity jurisdiction.

5.

Defendant, the Parish of Jefferson through the Jefferson Parish Council, is a citizen of the State of Louisiana.

6.

Venue in this Court is proper under 28 U.S.C. §1391 as the defendant resides in this federal district.

LAWSUIT BY JEFFERSON PARISH AGAINST WASTE MANAGEMENT

7.

Waste Management and Jefferson Parish are parties to a “Time Contract To Provide Services To Operate, Manage, And Maintain The Jefferson Parish Sanitary Landfill Site” (the “Landfill Contract”), pursuant to which Waste Management receives and disposes of waste for the Parish and operates and manages a portion of the Jefferson Parish Sanitary Landfill Site (“Parish Landfill”) specifically defined as the Expansion Area.

8.

The term of the Landfill Contract is based on the capacity of the Expansion Area and has not yet expired.

9.

On August 21, 2009, Jefferson Parish filed a Petition for Declaratory Judgment and for Damages (“Petition”) against Waste Management.

10.

At the time Jefferson Parish filed its Petition, based on the operating life of the Expansion Area, the Landfill Contract was anticipated to be in effect for several more years. That is to say, at the time Jefferson Parish filed its Petition, it was expected that it would be several more years before the closure of the Jefferson Parish Landfill Expansion Area.

11.

One of the claims Jefferson Parish asserted in its Petition was a claim for “declaratory relief” as to Jefferson Parish’s future right to terminate the Landfill Contract prior to its stated term under a provision of the contract titled “Annual Appropriation Dependency Clause” (“appropriation dependency clause”).

12.

Jefferson Parish's Petition recited the terms of the appropriation dependency clause, including the following language:

The continuation of this Agreement is contingent upon the appropriation of funds by the Jefferson Parish Council for the continued operation and maintenance of the Expansion Area. If the Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

13.

Without offering any explanation as to how or why the Parish Council would in good faith be unable to appropriate sufficient funds such as to invoke the emergency provision of the appropriation dependency clause, Jefferson Parish sought a declaratory judgment that, "in the event the Parish Council decides not to appropriate funds for the fiscal year 2010 for continuation of the Landfill Contract, the Landfill Contract shall be deemed terminated without penalty or expense to the Parish"

14.

On June 14, 2010, after the Parish's lawsuit against Waste Management was removed to the United States District Court for the Eastern District of Louisiana, Jefferson Parish filed a First Supplemental and Amended Complaint ("Amended Complaint"), wherein it specifically articulated the purported motive for its desire to prematurely terminate its contract with Waste Management.

15.

In its Amended Complaint, Jefferson Parish stated that it wished to terminate the Landfill Contract pursuant to the appropriation dependency clause in order to trigger the commencement

of a pending landfill contract with a competing waste services provider, River Birch, Inc. (“River Birch”).

16.

Jefferson Parish alleged that the Parish would benefit from “substantial savings” by contracting with River Birch and therefore relied upon that allegation as the sole grounds to utilize the appropriation dependency clause and prematurely terminate a perfectly valid and existing contract with Waste Management

17.

However, Jefferson Parish at all times was aware that no information existed to adequately support the factual claim that the Parish would save any money, let alone a “substantial” amount of money, by contracting with River Birch.

18.

To the contrary, Jefferson Parish officials were well aware that contracting with River Birch would likely cost the Parish more than if the Parish continued its contract with Waste Management.

19.

In addition to knowing that contracting with River Birch would cost, not save, money for the Parish, Jefferson Parish and its officials at all times were aware that a claim of “saving money” by contracting with a competing waste services provider for the same services could not possibly constitute a valid and good faith exercise of the appropriation dependency clause.

20.

It is irrefutable, from the terms of the appropriation dependency clause and established jurisprudence, that the appropriation dependency clause is an emergency provision of the

Landfill Contract which is triggered only if the Parish fails to appropriate sufficient funding because of a good faith, legitimate reason such as the inability to obtain funds due to an emergency situation, not simply because it chooses to allocate funding to a different private waste services provider.

21.

Nevertheless, Jefferson Parish instituted its suit against Waste Management to prematurely terminate the Landfill Contract, and did so in bad faith.

22.

The reason Jefferson Parish instituted the suit, despite knowing that no factual or legal basis existed for its claim for premature termination of the Landfill Contract under the appropriation dependency clause, was to facilitate and promote a long-standing agenda by certain of the Parish's highest-ranking administrative officials to have the Parish enter into and effectuate a long-term landfill contract with River Birch, no matter what the cost.

JEFFERSON PARISH'S SUIT AGAINST WASTE MANAGEMENT RESULTED FROM A LONG-TERM PLAN BY JEFFERSON PARISH'S FORMER TOP OFFICIALS TO HAVE THE PARISH ENTER INTO AND EFFECTUATE A LONG-TERM WASTE DISPOSAL CONTRACT WITH RIVER BIRCH AT ANY COST

23.

In late 2008, former Parish President, Aaron Broussard ("Broussard"), former Chief Administrative Officer, Tim Whitmer ("Whitmer"), and former Parish Attorney, Tom Wilkinson ("Wilkinson"), devised a plan that they believed would ultimately result in River Birch receiving a long-term waste disposal contract with Jefferson Parish, no matter what the cost.

24.

First, in a highly unusual procedure, Broussard and Whitmer personally revised and broadened an originally narrow Request for Proposals (RFP) drafted by the Parish's Environmental Affairs Department so as to intentionally solicit a proposal from River Birch that would divert 100% of Jefferson Parish's waste away from the Parish Landfill and to River Birch Landfill.

25.

That revision was totally contrary to the original intent of the RFP and contrary to the advice of the Parish's own Environmental Affairs Department, which urged to Broussard and Whitmer that the intention of the original RFP merely related to recycling waste and reducing the amount of waste delivered to the Parish Landfill.

26.

Next, once River Birch responded to the RFP with a proposal for a long-term waste disposal contract that would divert all Parish waste to River Birch Landfill, as anticipated by Broussard, Whitmer and Wilkinson, these officials hand-picked an Evaluation Committee that would specifically exclude any member of the Environmental Affairs Department, the only department with expertise regarding landfill contracts, and specifically include Tom Wilkinson, the Parish Attorney, and another member of the Parish Attorney's office who was under Wilkinson's control.

27.

Without seeking any information from the Parish's own Environmental Affairs Department, and just weeks after receiving the River Birch proposal, the Evaluation Committee

recommended to the Parish Council that it approve the River Birch proposal due to purported “significant savings” to the Parish.

28.

The Parish approved the River Birch proposal for contract negotiation and, in June 2009, again on the recommendation of Broussard, Whitmer, and Wilkinson, entered into a long-term, 25-year contract with River Birch, which required the closure of the Jefferson Parish Landfill, the Parish’s most valuable asset.

29.

The Parish entered into the River Birch contract despite specific advice from its Environmental Affairs Department that, at that time, more information was needed regarding the River Birch proposal, that no information existed that adequately supported a conclusion that the Parish would save money by contracting with River Birch, and that the River Birch contract could create a risk of River Birch obtaining a monopoly over waste disposal in the area.

30.

The River Birch contract contained a provision which rendered its commencement contingent upon the Parish either obtaining an agreement from Waste Management to terminate Waste Management’s contract or the Parish obtaining a judgment from a court stating that it may terminate its contract with Waste Management.

31.

Therefore, as the final phase of its plan to effectuate its newly-executed contract with River Birch at all costs, the Parish filed the August 2009 lawsuit against Waste Management.

32.

Soon thereafter, in an attempt to conceal the relationship between the River Birch contract and the lawsuit against Waste Management, Whitmer attempted to improperly manipulate the Parish budget and falsify budgetary information such that it would appear that there were “insufficient funds” for the continuation of the Waste Management contract. Whitmer anticipated that this maneuver would allow the Parish to seek an immediate disposition of its appropriation dependency clause claim from the court in its favor and thereafter allow the Parish to cancel its contract with Waste Management effective January 1, 2010.

33.

However, Broussard, Whitmer, and Wilkinson’s scheme began to unravel. In January, 2010, Aaron Broussard and Tim Whitmer resigned amidst allegations of corruption and impropriety and Tom Wilkinson’s resignation followed in March 2010. Eventually, guilty pleas were entered to federal criminal charges.

**DESPITE THE RESIGNATIONS OF BROUSSARD, WHITMER,
AND WILKINSON, JEFFERSON PARISH CONTINUED ITS
LITIGATION AGAINST WASTE MANAGEMENT**

34.

Despite the resignations of Broussard, Whitmer, and Wilkinson following allegations of corruption and impropriety, and despite having at all times at its disposal the information and advice of its own Environmental Affairs Department who knew that the Parish never possessed any information adequately supporting a conclusion that the Parish would save money by contracting with River Birch, Jefferson Parish continued its litigation against Waste Management in 2010.

35.

In fact, it was in June 2010 that Jefferson Parish filed its Amended Complaint, in which it disclosed the relationship between the River Birch contract and the claim against Waste Management, and alleged that the Parish would benefit from “substantial savings” by contracting with River Birch. Though it had approved a budget that included funding for 2010 for the Landfill Contract with Waste Management, the Parish again urged the appropriateness of its use of the appropriation dependency clause on that sole basis.

36.

In late 2010, more than one year after Jefferson Parish instituted its claim seeking the right to prematurely terminate the Landfill Contract and almost half a year after Jefferson Parish filed its Amended Complaint, Waste Management was forced to continue its costly defense of Jefferson Parish’s litigation against it, including taking the depositions of Parish officials, in order to bring to light the complete lack of a factual and legal basis for the Parish’s claim against Waste Management.

37.

At that time, the Parish’s own Environmental Affairs Department acknowledged that the Parish never had, and still at that time did not have, any information adequately supporting a conclusion that the Parish would save money by contracting with River Birch rather than continuing its contract with Waste Management.

38.

Members of the Parish’s own Environmental Affairs Department also acknowledged that the Parish’s proposed use of the appropriation dependency clause, to “save money” with River Birch, would not constitute a proper use of that clause.

39.

In January 2011, a report issued by an independent consultant hired by Jefferson Parish confirmed what was already known to the Parish - the River Birch contract would not only not save the Parish any money, but would instead cost the Parish more money. Specifically, the report stated that the River Birch contract would cost the Parish between approximately \$6 million and \$39 million more than if the Parish continued to dispose of its waste at the Parish Landfill.

40.

Even after the issuance of the report, and a public outcry regarding the River Birch contract, Jefferson Parish did not dismiss its lawsuit against Waste Management. It was not until January 2012, approximately one year after the report was issued, that Jefferson Parish filed a motion for voluntary dismissal with prejudice of the Parish's claim against Waste Management, and it was not until February 2012, approximately two and a half years after Jefferson Parish originally filed suit against Waste Management, that the matter was dismissed with prejudice.

41.

Jefferson Parish is therefore liable to Waste Management for the damages incurred by Waste Management, including among other things attorneys' fees and costs, as a result of Jefferson Parish maliciously initiating and continuing its claim for early termination of the Landfill Contract while knowing that claim to be factually and legally baseless.

42.

Waste Management is entitled to and prays for trial by jury in this matter.

WHEREFORE, Waste Management of Louisiana, L.L.C. prays that Defendant be duly served with a copy of this Complaint and cited to appear and answer it and, after due proceedings, a judgment be entered in favor of Plaintiff, Waste Management of Louisiana, L.L.C., and against Defendant, awarding Waste Management damages, plus interest, costs, and any and all such other relief that this Court deems just and proper.

Respectfully submitted,

/s/ Miles P. Clements

Miles P. Clements (#4184)
Benjamin M. Castoriano (#31093)
Heather A. McArthur (#32897)
FRILOT L.L.C.
1100 Poydras Street, Suite 3700
New Orleans, LA 70163
Tel: (504) 599-8000
Fax: (504) 599-8100
mcclements@frilot.com; bcastoriano@frilot.com
hmcArthur@frilot.com

**Counsel for Plaintiff,
Waste Management of Louisiana L.L.C.**

JS 44 (Rev. 12/12)

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.)

<p>I. (a) PLAINTIFFS (SEE ATTACHED)</p> <p>(b) County of Residence of First Listed Plaintiff <u>Harris County, TX</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> (SEE ATTACHED)</p>	<p>DEFENDANTS (SEE ATTACHED)</p> <p>County of Residence of First Listed Defendant <u>Jefferson Parish, LA</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> (SEE ATTACHED)</p>
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<p>II. BASIS OF JURISDICTION <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>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input 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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IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES		
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <i>(Excludes Veterans)</i> <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

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)(1)

Brief description of cause:
 (SEE ATTACHED)

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE N/A DOCKET NUMBER N/A

DATE 02/06/2013 SIGNATURE OF ATTORNEY OF RECORD Michael P. Clements

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Attachment for Civil Cover Sheet

I.(a). Plaintiff and Defendant

Plaintiff:

Waste Management of Louisiana, L.L.C.

Defendant:

Parish of Jefferson, through the Jefferson Parish Council

I.(c). Attorneys

Plaintiff's Attorneys

Miles P. Clements (#4184)

Benjamin M. Castoriano (#31093)

Heather McArthur (#32897)

FRILOT L.L.C.

1100 Poydras Street, Suite 3700

New Orleans, LA 70163

Tel: (504) 599-8000

Fax: (504) 599-8100

mclements@frilot.com; bcastoriano@frilot.com; hmcArthur@frilot.com

Defendant's Attorney

Parish Attorney for the Parish of Jefferson

Deborah Cunningham Foshee

General Office Building

200 Derbigny Street, Suite 5200

Gretna, LA 70053

Tel: (504) 364-3822

Fax: (504) 364-2673

IV. Cause of Action

Brief description of cause:

Claim based on the malicious prosecution of a previous lawsuit by defendant, the Parish of Jefferson, through the Jefferson Parish Council, against Plaintiff, Waste Management of Louisiana, L.L.C.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Louisiana

Waste Management of Louisiana, L.L.C.

Plaintiff(s)

v.

Parish of Jefferson, through the Jefferson Parish Council

Defendant(s)

Civil Action No. 13-226

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Parish of Jefferson, through John F. Young, Jr., Parish President 200 Derbigny Street, Suite 6100 Gretna, LA 70053

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Miles P. Clements FRILOT, L.L.C. 1100 Poydras Street, Suite 3700 New Orleans, LA 70163

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

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 13-226

PROOF OF SERVICE

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

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

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

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

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

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

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

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: