

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO.

DIVISION " "

PARISH OF JEFFERSON AND STATE OF LOUISIANA,  
DIVISION OF ADMINISTRATION

VERSUS

MICKEY O'CONNOR GENERAL CONTRACTOR, INC.,  
MICKEY O'CONNOR, GRAY INSURANCE COMPANY, AND  
MEYER ENGINEERS, LTD.

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

\_\_\_\_\_  
DEPUTY CLERK

**PETITION FOR DAMAGES IN BREACH OF CONTRACT AND/OR WARRANTY**

The petition of the PARISH OF JEFFERSON ("POJ"), a political subdivision of the State of Louisiana, domiciled in the Parish of Jefferson, State of Louisiana, and the State of Louisiana, Division of Administration (the "State") respectfully represent:

1.

The following parties, made defendants in this suit, are indebted to the State and POJ jointly, severally, and in solido for breach of contract and/or warranty, together with legal interest from date of judicial demand until paid and for all costs of these proceedings:

a. Mickey O'Connor General Contractor, Inc., (hereinafter referred to as "MOGC") a Louisiana corporation, with its registered address in the Parish of St. Tammany, State of Louisiana;

b. Mickey O'Connor, (hereinafter referred to as "O'Connor"), a person of the full age of majority and a resident of the Parish of St. Tammany, State of Louisiana.

c. The Gray Insurance Company ("Gray") a Louisiana insurance company authorized to do and doing business in the Parish of Jefferson, State of Louisiana.

d. Meyer Engineers, Ltd., a Louisiana corporation with its registered address in the Parish of Jefferson, State of Louisiana.

2.

Bayou Segnette is a 575.87 acre State Park located in Westwego, Louisiana and owned by the State of Louisiana.

3.

In accordance with a Cooperative Endeavor Agreement (“CEA”) between Jefferson Parish and the State dated March 4, 1996, Jefferson Parish constructed the Bayou Segnette Sports Recreation Complex. The Bayou Segnette Sports Recreation Complex is comprised of the John A. Alario, Sr. Event Center, The Alario Center Festival Grounds, and Segnette Field.

4.

Pursuant to the terms of the CEA, the State maintained ownership of the Bayou Segnette Sports Recreation Complex and Jefferson Parish assumed the responsibility for the operations and conditions of the property.

5.

By contract (the “Contract”) dated July 20, 2005, MOGC entered into a contract with Jefferson Parish for the construction of the Alario Center Kitchen Addition (the “Kitchen Addition”) in Marrero, Louisiana.

6.

Pursuant to the terms of the Contract, Gray provided a Performance Bond under the terms of which Gray bound itself for the performance of the Contract by MOCG.

7.

Pursuant to the terms of the Contract, MOCG constructed the Kitchen Addition to the Alario Center, which is an additional concrete slab and cinder block construction attached to the side of the Alario Center.

8.

The project was accepted as substantially complete by a resolution of the Jefferson Parish Council dated January 24, 2007.

9.

The Kitchen Addition has pulled away from the side of the Alario Center, so that daylight is visible where the roof should be--and originally was--attached to the wall of the Alario Center. Additionally, the Kitchen Addition has developed cracks in the walls and foundation; the

foundation has sunk; the doors have shifted out of alignment and are not plumb; and the foam ceiling tiles have shifted.

10.

MOCG breached the Contract by failing to construct the Kitchen Addition in a workmanlike manner, free from any defects in materials or workmanship.

11.

MOCG breached its duty of care to the State, as owner of the property, and to POJ in failing to construct the Kitchen Addition in a workmanlike manner, free from any defects in materials or workmanship.

12

Upon information and belief MOCG is no longer actively doing business and has transferred all its assets to O'Connor.

13.

Pursuant to Architectural Agreement with POJ, the architect on the Kitchen Addition Project was Meyer Engineers, Ltd. ("Meyer"), and Meyer designed the Kitchen Addition.

14.

Meyer's design of the Kitchen Addition was defective; Meyer's defective design is the cause of the problems and damages detailed in Paragraph 6, supra; Meyer breached its contract with POJ, and Meyer is liable for same.

15.

Meyer negligently approved the Kitchen Addition as substantially complete when in reality the Kitchen Addition was defective, and Meyer is liable for same.

16.

Meyer breached the standard of care owed to the State, as the owner of the property, and to POJ by creating a defective design for the Kitchen.

17.

Meyer breached the standard of care it owed to the State, as the owner of the property, and to POJ by improperly approving and accepting the defective Kitchen addition.

18.

MOCG, O'Connor, Gray, and Meyer are liable to POJ in solido for all damages suffered by POJ due to the breach of contract, and/or the defects in the construction of the Alario Center Kitchen Addition, and/or for breach of warranty.

19.

MOCG, O'Connor, Gray and Meyer are liable to POJ and the State in solido for all damages suffered to POJ and the State due to the breach of their respective duties and/or standards of care owed to the State and to POJ.

WHEREFORE, plaintiffs State of Louisiana and Parish of Jefferson pray that:

1) This petition be deemed good and sufficient and defendants be cited and served with a copy of it;

2) After due proceedings had, there be judgment rendered in favor of plaintiffs State of Louisiana and Parish of Jefferson, and against defendants Mickey O'Connor General Contractor, Inc., Mickey O'Connor, and The Gray Insurance Company in solido for breach of contract and/or warranty, and/or for breach of their respective duties and/or standards of care owed to plaintiffs, for damages reasonable in the premises, with legal interest from date of judicial demand until paid and for all costs of these proceedings;

3) Plaintiffs be granted all general and equitable relief to which they may be entitled.

Respectfully submitted,

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W. Reed Smith, LA Bar No. 18440  
Assistant Parish Attorney  
Jefferson Parish Attorney's Office  
Joseph S. Yenni Building  
1221 Elmwood Park Blvd.  
Suite 701  
Jefferson, LA 70123  
Tel. (504) 736-6300  
Fax. (504) 736-6307  
[rsmith@jeffparish.net](mailto:rsmith@jeffparish.net)



Jason A. Bonaventure, #25578  
Karen A. Loftin, #29955  
P.O. Box 94095 (70804-9095)  
1201 N. Third Street, Suite 7-211  
Baton Rouge, LA 70802  
Telephone: (225) 342-7154  
Facsimile: (225) 219-7572

Counsel for the State of Louisiana,  
Division of Administration

**PLEASE HOLD SERVICE AT THIS TIME**

PLEASE SERVE:

- 1) Mickey O'Connor General Contractor, Inc.  
Through its registered agent for service of process:

Gaudry, Ranson, Higgins & Gremillion  
401 Whitney Ave., Ste. 500  
Gretna, LA 70056

- 2) Mickey O'Connor  
1224 Clipper Drive  
Slidell, LA 70458

- 3) The Gray Insurance Company  
Through the Louisiana Secretary of State

Tom Schedler  
Twelve United Plaza  
8585 Archives Ave.  
Baton Rouge, LA 70809

- 4) Meyer Engineers, Ltd.  
Through its registered agent for service of process:  
Charles E. Meyer  
4937 Hearst St., Suite B  
Metairie, LA 70001