

1 Introduced September 13, 2011, by
2 Councilman Cusimano, seconded by
3 Councilwoman Harbison (by request of
4 Administration)

5 **RESOLUTION R11-26**

6 A resolution authorizing the Mayor of the City of Slidell to execute a Legal
7 Services Contract with Cotten Schmidt & Abbott relating to National Railroad Passenger
8 Corporation.
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10 WHEREAS, on April 20, 2011, Textron employee Randall E. Bray was
11 traveling north on Front Street in Slidell, Louisiana and turned onto Cleveland Avenue west
12 of its intersection with Front Street heading to the Textron facility; and
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14 WHEREAS, as Bray attempted to cross the Norfolk Southern track at
15 Cleveland Avenue, an Amtrak train struck the westbound tractor-trailer driven by Bray; and
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17 WHEREAS, as a result of the accident National Railroad Passenger
18 Corporation filed suit against Textron, Inc., d/b/a Textron Marine and Land in the United
19 States District Court for the Eastern District of Louisiana, Civil Action No.: 11-1507; and
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21 WHEREAS, Textron Marine and Land Systems filed a Counterclaim and a
22 Third Party Complaint; and
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24 WHEREAS the City of Slidell was named in the Third Party Complaint filed by
25 Textron Marine and Land Systems.
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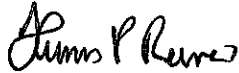
27 NOW THEREFORE BE IT RESOLVED by the Slidell City Council that
28 pursuant to Home Rule Charter Section 4-02(D) the Mayor is hereby authorized to execute
29 a Legal Services Contract with Cotten Schmidt & Abbott to represent the City relating to
30 National Railroad Passenger Corporation.
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2 **RESOLUTION R11-26**
3 **PAGE 2**

4 **ADOPTED** this 13th day of September, 2011.

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8 Landon Cusimano
9 President of the Council
10 Councilman-at-Large

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12 Thomas P. Reeves
13 Council Administrator
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COTTEN SCHMIDT & ABBOTT

L.L.P.

REPLY TO:
NEW ORLEANS OFFICE

ATTORNEYS AT LAW

LAWRENCE E. ABBOTT

ADMITTED IN LOUISIANA, TEXAS
AND THE DISTRICT OF COLUMBIA

650 Poydras Street
Suite 2810
New Orleans, LA 70130
Telephone (504) 568-9393
Facsimile (504) 524-1933

FORT WORTH • NEW ORLEANS

labbott@csa-lawfirm.com

September 13, 2011

Bryan Haggerty
City Attorney
City of Slidell
2055 Second Street
Slidell, Louisiana 70458

Re: National Railroad Passenger Corporation, et al. v. Textron, Inc., et al.
United States District Court, Eastern District of Louisiana
Civil Action No. 11-1507, Section L(3)

Dear Mr. Haggerty:

Thank you for requesting that our law firm, Cotten Schmidt & Abbott, L.L.P. (CSA), defend the City of Slidell in the referenced matter. This letter of engagement confirms our prior arrangement for representing the City of Slidell and sets forth the details of our billing.

Considering the history of our firm in representing the City of Slidell, we have waived the usual firm requirement of a retainer. We will keep a record of the time that we spend related to the referenced matter. Hourly fees, as well as expenses and costs that may be advanced on behalf of the City of Slidell will be billed monthly in the form of our Fee and Cost Statement, or may be required to be advanced by Slidell. The hourly rates for these professional services are as follows:

Lawrence E. Abbott, Attorney:	\$250.00
Nancy A. Brechtel, Attorney:	\$235.00
Paralegals:	\$150.00

These hourly rates apply to legal research, drafting, revising, and reviewing letters and documents, negotiations, meetings, telephone calls, travel time to and from all meetings, and all other legal services provided in connection with our work. Although Nancy Brechtel and I will be the primary billing attorneys on this matter, when appropriate and in your best interest we may call upon another attorney in our firm, or our Paralegals to perform work on appropriate tasks.

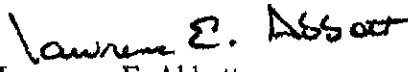
Our statement for legal services will also detail the miscellaneous costs incurred, such as filing fees, photocopies, express mail charges, computerized research, and other costs associated with this matter.

Bryan Haggerty
September 13, 2011
Page 2

If you have any questions regarding this retainer letter, please contact me at your earliest convenience. Upon your receipt, review, and acceptance of this agreement, and if the relationship set forth in this letter is acceptable to you, please sign and date in the space provided below and return a copy to our office. We would also appreciate a copy of the City Council's resolution approving our retention in this matter. Facsimile signatures shall constitute as original signatures for purposes of this agreement.

Once again, thank you for selecting our firm. As always, we deeply appreciate the opportunity to represent the City of Slidell.

Very truly yours,


Lawrence E. Abbott

LEA/cs

Agreed and Accepted:

Date: _____

UNITED STATES DISTRICT COURT

for the

Eastern District of Louisiana

NATIONAL RAILROAD PASSENGER CORPORATION, et al.

Plaintiff

v.

TEXTRON, INC., d/b/a TEXTRON MARINE AND LAND, et al.

Defendant

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Civil Action No. 11-1507

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) City of Slidell
Attn: Bryan Haggerty, City Attorney
Slidell City Hall
2055 Second Street
Slidell, Louisiana 70458

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:

Mary L. Dumestre
Kathryn M. Knight
Abigayle C. Farris
Stone Pigman Walther Wittmann, L.L.C.
546 Carondelet Street
New Orleans, Louisiana 70130

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.

LORETTA G. WHYTE

CLERK OF COURT

[Handwritten signature]

Signature of Clerk or Deputy Clerk

AUG 31 2011

Date: _____

Civil Action No. _____

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:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

NATIONAL RAILROAD PASSENGER
CORPORATION, *et al.*

VERSUS

TEXTRON, INC., d/b/a TEXTRON
MARINE AND LAND, RANDALL E.
BRAY, AND LIBERTY MUTUAL
INSURANCE COMPANY

CIVIL ACTION NO. 11-1507

SECTION L(3)

JUDGE FALLON

MAGISTRATE KNOWLES

DEFENSES, ANSWER, COUNTERCLAIMS, AND THIRD-PARTY COMPLAINT
OF DEFENDANTS TEXTRON INC., d/b/a/ TEXTRON MARINE AND LAND
SYSTEMS, AND RANDALL E. BRAY

Textron Inc., d/b/a Textron Marine and Land Systems ("Textron"), and Randall E. Bray ("Bray," and sometimes together with Textron, "Defendants"), appearing herein through undersigned counsel, respond to the Complaint and Demand for Trial by Jury ("Complaint") filed by National Railroad Passenger Corporation, d/b/a Amtrak ("Amtrak"), and pursuant to Rules 13(a) and 14, respectively, file their Counterclaims against Amtrak and their Third-Party Complaint against Norfolk Southern Corporation, d/b/a Norfolk Southern Railway, the City of Slidell, and the State of Louisiana through the Department of Transportation and Development, representing as follows:

DEFENSES TO AMTRAK'S COMPLAINT

Textron and Bray assert the following defenses to Amtrak's Complaint:

FIRST DEFENSE

Any injury or damage sustained by Amtrak was caused in whole or in part by its own negligence or fault.

SECOND DEFENSE

Amtrak's claims are barred in whole or in part by the doctrines of contributory negligence and comparative fault.

THIRD DEFENSE

Any injury or damage sustained by Amtrak was caused in whole or in part by conditions for which Defendants are not liable and/or by acts or fault of others for whom Defendants have no responsibility or control.

FOURTH DEFENSE

Any injury or damage sustained by Amtrak was caused in whole or in part by the failure of Amtrak and/or others for whom Defendants have no responsibility or control to maintain the right-of-way at the Cleveland Avenue crossing, a public road grade crossing that is not protected by an active warning device, in such a manner that the vegetation does not obstruct the view of motorists approaching the crossing.

FIFTH DEFENSE

Any injury or damage sustained by Amtrak was caused in whole or in part by the acts of Amtrak and/or others for whom Defendants have no responsibility or control, by allowing a line of trees east of and adjacent to the railroad track and south of the Cleveland Avenue crossing to obstruct the view of motorists approaching the crossing.

SIXTH DEFENSE

Any injury or damage sustained by Amtrak was caused in whole or in part by the failure of Amtrak and/or others for whom Defendants have no responsibility or control to maintain a safe crossing at Cleveland Avenue for the protection of the motoring public.

SEVENTH DEFENSE

Any liability of Defendants to Amtrak is limited by application of the doctrines of contributory negligence and comparative fault.

EIGHTH DEFENSE

Any liability of Defendants to Amtrak is limited by application of the dangerous trap doctrine.

NINTH DEFENSE

Defendants reserve the right to assert, and hereby give notice that they intend to rely upon, any other defense that may become available or appear during discovery proceedings or otherwise in this case and hereby reserve the right to amend their answer to assert any such defense.

ANSWER TO AMTRAK'S COMPLAINT

For further response, Textron and Bray answer each of the numbered paragraphs of Amtrak's Complaint as follows:

1.

Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint.

2.

Textron admits its status as alleged in paragraph 2(a) of the Complaint. Bray admits his status as alleged in paragraph 2(b) of the Complaint. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2(c) of the Complaint.

3.

Defendants aver that paragraph 3 of the Complaint states legal conclusions and requires no responsive pleading. To the extent that a response is deemed to be required, Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint.

4.

Defendants aver that paragraph 4 of the Complaint states legal conclusions and requires no responsive pleading. To the extent that a response is deemed to be required, Defendants admit that the accident that gives rise to the allegations of the Complaint occurred in the City of Slidell, St. Tammany Parish, Louisiana, which is within the Eastern District of Louisiana, and deny any remaining allegations of fact contained in paragraph 4 of the Complaint.

5.

To the extent that the allegations contained in the first sentence of paragraph 5 of the Complaint lack a temporal reference, Defendants lack knowledge or information sufficient to form a belief as to the truth of those allegations. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second and third sentences of paragraph 5 of the Complaint.

6.

Defendants admit the allegations contained in the first sentence of paragraph 6 of the Complaint. In response to the allegations contained in the second sentence of paragraph 6 of the Complaint, Defendants admit that Bray was employed by Textron at all material times. Defendants aver that the third sentence of paragraph 6 of the Complaint states legal conclusions

and requires no responsive pleading. To the extent that a response is deemed to be required, Defendants deny the allegations contained in the third sentence of paragraph 6 of the Complaint.

7.

Defendants admit the allegations contained in the first and second sentences of paragraph 7 of the Complaint. Defendants are unable to respond to the allegations contained in the third sentence of paragraph 7 of the Complaint as written, in that those allegations contain conclusory allegations of fact. Defendants therefore deny the allegations contained in the third sentence of paragraph 7 of the Complaint.

8.

Defendants aver that paragraph 8 of the Complaint states legal conclusions and requires no responsive pleading. To the extent that a response is deemed to be required, Defendants deny the allegations contained in paragraph 8 of the Complaint.

9.

Defendants aver that paragraph 9 of the Complaint states legal conclusions and requires no responsive pleading. To the extent that a response is deemed to be required, Defendants deny the allegations contained in paragraph 9 of the Complaint.

10.

Defendants deny the allegations contained in paragraph 10 of the Complaint.

11.

Defendants aver that paragraph 11 of the Complaint states legal conclusions and requires no responsive pleading. To the extent that a response is deemed to be required, Defendants deny the allegations contained in paragraph 11 of the Complaint.

12.

Textron admits that at all times material to the events of April 20, 2011, alleged in the Complaint, it was insured by a liability policy issued by Liberty Mutual Insurance Company, which policy was in full force and effect and which policy is the best evidence of its contents, terms, and conditions. Defendants deny the remaining allegations contained in paragraph 12 of the Complaint.

13.

Defendants aver that paragraph 13 of the Complaint states legal conclusions and requires no responsive pleading. To the extent that a response is deemed to be required, Defendants deny the allegations contained in paragraph 13 of the Complaint.

14.

Defendants aver that paragraph 14 of the Complaint states legal conclusions and requires no responsive pleading. To the extent that a response is deemed to be required, Defendants deny the allegations contained in paragraph 14 of the Complaint.

15.

Defendants aver that paragraph 15 requires no response.

**TEXTRON'S AND BRAY'S
RULE 13 COUNTERCLAIMS AND RULE 14 THIRD-PARTY COMPLAINT**

COME NOW Textron Inc., d/b/a Textron Marine and Land Systems, and Randall E. Bray, and pursuant to Rules 13(a) and 14, respectively, file their Counterclaims against National Railroad Passenger Corporation, d/b/a Amtrak, and their Third-Party Complaint against Norfolk Southern Corporation, d/b/a Norfolk Southern Railway, the City of Slidell, and the State of Louisiana through the Department of Transportation and Development, and respectfully show as follows:

THE PARTIES

I.

Counterclaim Plaintiff and Third-Party Plaintiff Textron Inc., d/b/a Textron Marine and Land Systems ("Textron") is a Delaware corporation organized and existing under the laws of the state of Delaware and is authorized to do and is doing business in the state of Louisiana.

II.

Counterclaim Plaintiff and Third-Party Plaintiff Randall E. Bray ("Bray") is an adult citizen of the state of Louisiana and is domiciled in St. Tammany Parish.

III.

On information and belief, Counterclaim Defendant National Railroad Passenger Corporation, d/b/a/ Amtrak ("Amtrak") is a for-profit corporation created pursuant to the Rail Passenger Service Act of 1970 and organized and existing under the laws of the District of Columbia, with its principal office in Washington, D.C. Amtrak operates certain of its trains within the State of Louisiana, including the train involved in the April 20, 2011 accident in Slidell, Louisiana, from which this litigation arises.

IV.

On information and belief, Third-Party Defendant Norfolk Southern Corporation, d/b/a Norfolk Southern Railway ("Norfolk Southern"), is a corporation organized and existing under the laws of the state of Virginia, with its principal office in Norfolk, Virginia. Norfolk Southern owns and operates its Alabama Division line within the state of Louisiana, a portion of which includes the crossing where the April 20, 2011 accident occurred.

V.

Third-Party Defendant the City of Slidell is a political subdivision of the state of Louisiana.

VI.

Third-Party Defendant State of Louisiana, through the Department of Transportation and Development ("DOTD"), is an agency of the executive branch of state government.

JURISDICTION AND VENUE

VII.

This Court has supplemental jurisdiction of the following Counterclaims and Third-Party Complaint pursuant to 28 U.S.C. § 1367(a) and/or original jurisdiction pursuant to 28 U.S.C. §§ 1331 and/or 1349.

VIII.

Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), in that jurisdiction in this matter is not founded solely on diversity of citizenship and a substantial part of the events or omissions giving rise to this action occurred in this District.

FACTUAL ALLEGATIONS

IX.

On April 20, 2011, at approximately 8:03 a.m., Textron employee Bray was traveling north on Front Street in Slidell, Louisiana, driving a 2008 Kenworth tractor leased by Textron with an attached trailer owned by Textron, which tractor-trailer is 65 feet in total length, when he stopped to make a left (westerly) turn from Front Street onto Cleveland Avenue, to enter the facility leased to and operated by his employer, Textron.

X.

Norfolk Southern's Alabama Division line runs north/south through the City of Slidell and crosses Cleveland Avenue west of its intersection with Front Street. The distance along Cleveland Avenue from the western margin of Front Street to the eastern margin of the Norfolk Southern railroad track is approximately 60 feet.

XI.

As Bray was making the turn from Front Street onto Cleveland Avenue, he was aware that the length of the tractor-trailer he was driving exceeded the length of Cleveland Avenue between Front Street and the Norfolk Southern railroad crossing. Bray was concerned about the hazard to motorists on Front Street that would be created if he were to stop on Cleveland Avenue before crossing the track, because if he did, his 65-foot-long tractor-trailer would not have cleared the Front Street intersection.

XII.

As Bray approached the Cleveland Avenue railroad crossing, he was unable to see down the Norfolk Southern track to the south, as the view is obstructed by a line of trees running parallel to the railroad track, the trunks of which are approximately 28 feet from the centerline of the track. The trunk of the northernmost tree in the line of trees is approximately 82 feet from the centerline of Cleveland Avenue.

XIII.

As Bray attempted to cross the Norfolk Southern track at Cleveland Avenue, an Amtrak train traveling north at a high rate of speed through the City of Slidell struck the west-bound tractor-trailer driven by Bray. Bray could not and did not see the oncoming train until he was dangerously near or on the track.

XIV.

The Cleveland Avenue crossing is not protected with active barriers or mechanical warning devices, but instead is marked only with improperly placed railroad cross-buck signs, stop signs, and advance warning signs. These passive controls do not provide effective warning of an oncoming train to motorists, including Bray, who are faced with the special dangers associated with the Cleveland Avenue crossing.

XV.

On information and belief, the area of land bounded on the east by Front Street, on the west by Norfolk Southern's Alabama Division line, on the north by the 60 feet of Cleveland Avenue leading to the crossing, and on the south by the stretch of Bayou Liberty Road leading to its crossing, including the trees and vegetation growing thereon, were at all times prior to and at the time of the April 20, 2011 accident owned by, controlled by, and/or within the custody of Amtrak, Norfolk Southern, the City of Slidell, and/or the DOTD.

XVI.

On information and belief, Amtrak, Norfolk Southern, the City of Slidell, and DOTD were at all times prior to and at the time of the April 20, 2011 accident aware of the special dangers associated with the Cleveland Avenue crossing, particularly as related to the known requirement for tractor-trailers to turn from Front Street onto Cleveland Avenue and immediately intersect the Cleveland Avenue crossing, which special dangers include but are not limited to obstructions to motorists' sight lines, lack of effective warning devices, poor design of the Cleveland Avenue crossing as related to the intersection of Front Street and Cleveland Avenue, and the unreasonable speed of approaching trains under these circumstances. Despite their awareness of such dangers, Amtrak, Norfolk Southern, the City of Slidell, and/or the DOTD

failed to take adequate steps, and at all times prior to and at the time of the April 20, 2011 accident were aware that adequate steps had not been taken, to protect motorists against the special dangers posed by the Cleveland Avenue crossing, including but not limited to removing the obstructions to motorists' sight lines, installing active controls at the crossing, or, alternatively, closing the crossing or implementing designations, rules, and/or procedures to ameliorate the danger to motorists.

XVII.

Under these circumstances, the April 20, 2011 accident was caused not by any negligent acts, omissions, and/or culpable conduct of Textron or Bray, but was caused in whole or in part by the negligent acts, omissions, and/or culpable conduct of the Counterclaim Defendant and/or the Third-Party Defendants, in the following non-exclusive particulars:

A. Failure to apply adopted standards and recognized best practices relative to the evaluation of the Cleveland Avenue crossing and the identification and installation of proper controls for the crossing;

B. Failure to maintain the Cleveland Avenue crossing as a safe crossing for motorists;

C. Failure to provide and/or maintain required and/or adequate sight distances at the Cleveland Avenue crossing;

D. Failure to maintain the trees and vegetation south of Cleveland Avenue so that the view of motorists approaching the crossing is not obstructed;

E. Failure to install active controls at the Cleveland Avenue crossing or, alternatively, failure to close the Cleveland Avenue crossing, or to implement designations, rules, and/or procedures to ameliorate the danger to motorists;

F. Failure of Norfolk Southern to properly install the passive controls in place at the Cleveland Avenue crossing on April 20, 2011, including the stop signs, railroad cross-buck signs, and advance warning signs;

G. Failure of Norfolk Southern to ameliorate the special dangers of the Cleveland Avenue crossing and to take all precautions necessary under the circumstances to make the Cleveland Avenue crossing safe for motorists, including failure to reduce the speed for trains traversing the Cleveland Avenue crossing and/or failure to increase controls at the crossing;

H. Failure of Amtrak to ameliorate the special dangers of the Cleveland Avenue crossing and to take all precautions necessary under the circumstances to make the Cleveland Avenue crossing safe for motorists, including failure to reduce the speed at which its trains traverse the Cleveland Avenue crossing;

I. Failure of the City of Slidell and/or the DOTD to ameliorate the special dangers of the Cleveland Avenue crossing and to take all precautions necessary under the circumstances to make the Cleveland Avenue crossing safe for motorists; and

J. Other negligent acts, omissions, and/or culpable conduct of the Counterclaim Defendant and the Third-Party Defendants to be shown at trial.

XVIII.

As a result of the negligent acts, omissions, and/or culpable conduct of the Counterclaim Defendant and the Third-Party Defendants, the losses and damages alleged to have been sustained by Amtrak were proximately caused by the Counterclaim Defendant and the Third-Party Defendants.

CONTRIBUTION/COMPARATIVE FAULT

XIX.

Textron and Bray incorporate all provisions of paragraphs I through XVIII set forth above, as if completely restated herein.

XX.

The Counterclaim Defendant and each of the Third-Party Defendants named herein are jointly liable for the April 20, 2011 accident under various principles of applicable state and/or federal tort law.

XXI.

Textron and Bray are entitled to reimbursement for any and all damages suffered by either or both of them and/or contribution from the Counterclaim Defendant and each of the Third-Party Defendants.

XXII.

In the event that Textron and/or Bray are found to be liable for any damages suffered by any person or entity, including Amtrak, as a result of the April 20, 2011 accident, Textron and Bray are entitled to a finding of comparative fault against and contribution from the Counterclaim Defendant and each of the Third-Party Defendants.

PRAYER FOR RELIEF

WHEREFORE, Textron and Bray pray that their defenses to the Complaint of Amtrak be deemed good and sufficient; that after due proceedings are had, there be judgment in favor of Textron and Bray, dismissing all claims asserted by Amtrak, with prejudice, at Amtrak's costs; and

1. That process in due form as required by law, according to the practice of this Court and the Federal Rules of Civil Procedure, issue against the Counterclaim Defendant and each of the Third-Party Defendants, requiring them to appear and answer the Counterclaims and Third-Party Complaint;

2. That Textron and Bray have judgment on their Counterclaims against the Counterclaim Defendant, National Railroad Passenger Corporation, d/b/a Amtrak;

3. That Textron and Bray have judgment on their Third-Party Complaint against the Third-Party Defendants Norfolk Southern Corporation, d/b/a Norfolk Southern Railway, the City of Slidell, and the State of Louisiana, through the Department of Transportation and Development;

4. That Textron and Bray recover their attorneys' fees and all costs incurred in connection with this litigation; and

5. That Textron and Bray have such other and further relief available under applicable law and all other just and equitable relief this Court deems appropriate.

Dated: August 30, 2011

Respectfully submitted,

/s/ Mary L. Dumestre

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Of

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546 Carondelet Street

New Orleans, Louisiana 70130

Telephone: (504) 581-3200

Facsimile: (504) 581-3361

Attorneys For Defendants

*Textron, Inc., d/b/a Textron Marine and Land
Systems, and Randall E. Bray*

CERTIFICATE

I hereby certify that on this 30th day of August, 2011, a copy of the foregoing Defenses, Answer, Counterclaims, and Third-Party Complaint of Defendants Textron Inc., d/b/a Textron Marine and Land Systems, and Randall E. Bray has been served upon each counsel of record by notice of electronic filing generated through the CM/ECF system, and/or by United States mail, facsimile, or e-mail for those counsel who are not participants in the CM/ECF system.

/s/ Mary L. Dumestre
