

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

VIOLET DOCK PORT, INC., L.L.C.

CIVIL ACTION NO.:

JUDGE

versus

MAGISTRATE JUDGE

DIVISION:

**DREW M. HEAPHY, IN HIS
CAPACITY AS EXECUTIVE
DIRECTOR OF ST. BERNARD PORT,
HARBOR & TERMINAL DISTRICT,
AND ST. BERNARD PORT, HARBOR
& TERMINAL DISTRICT**

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes Violet Dock Port, Inc., L.L.C.

(hereinafter sometimes referred to as “Violet Dock Port” or “Plaintiff”), and alleges, as follows:

PARTIES

I.

Plaintiff, Violet Dock Port, is a limited liability company organized under the laws of Louisiana and formerly doing business within this District.

II.

Drew M. Heaphy is the executive director of St. Bernard Port, Harbor & Terminal District (“St. Bernard Port”), a person of the full age of majority, and a resident of this District.

III.

St. Bernard Port is a public corporation and political subdivision of the State of Louisiana created pursuant to La. R.S. 34:1701 and located and operating in this District.

JURISDICTION AND VENUE

IV.

This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343, and 42 U.S.C. § 1983.

Declaratory relief is authorized by 28 U.S.C. §§ 2201 and 2202.

V.

Venue is proper in this district and division under 28 U.S.C. § 1391(b), because the underlying acts and conduct violating applicable laws and constitutional rights occurred in this district, and/or each defendant conducts its/his/her affairs in, or is an inhabitant of, resides in, or has an agent in this District.

FACTUAL ALLEGATIONS

VI.

On December 22, 2010, St. Bernard Port filed a Petition for Expropriation in *St. Bernard Port, Harbor & Terminal District vs. Violet Dock Port, Inc., L.L.C.*, Case No. 116-860, Division “E,” 34th Judicial District Court, Parish of St. Bernard, State of Louisiana, to expropriate the entirety of Violet Dock Port’s land and improvements (collectively, the “Property”) located in Violet, Louisiana. On that same date, as estimated just compensation, and pursuant to La. R.S. 19:145, St. Bernard Port deposited \$16 million into the registry of the Court.

VII.

At the time of the taking, the Property was a fully-functioning, turn-key port business, with seventy-five (75) acres of land and improvements, including five deep-water docks, three of which were certified to service United States Navy, Military Sealift Command ships, described by St. Bernard Port as being “among the largest cargo ships in the world.”

VIII.

Under Louisiana law, at the time of the deposit, on December 22, 2010, “title to the property and property rights specified in the petition” vested in St. Bernard Port, “and the right to just and adequate compensation therefor” vested in Violet Dock Port. La. R.S. 19:145.

IX.

Violet Dock Port promptly responded to St. Bernard Port’s Petition, seeking additional just compensation for the taking of its property, as required under the Louisiana and United States Constitutions, and arguing the amount deposited by St. Bernard Port was insufficient.

X.

St. Bernard Port was well aware, even before filing its Petition for Expropriation, that Violet Dock Port believed its Property was worth far in excess of \$16 million. Indeed, on September 24, 2010, Violet Dock Port’s counsel notified St. Bernard Port that Violet Dock Port’s improvements alone were valued in excess of \$35 million. St. Bernard Port elected to expropriate the Property anyway.

XI.

In 2011, when Violet Dock Port questioned St. Bernard Port’s ability to pay the additional just compensation sought, St. Bernard Port’s Executive Director testified under oath that St. Bernard Port was in it “for the long-haul” and would have “no problem” paying any judgment rendered, even if the final compensation judgment was tens of millions of dollars more than the \$16 million deposited at the time of expropriation.

XII.

St. Bernard Port assured the courts that it could pay the full amount of any just compensation award in favor of Violet Dock Port.

XIII.

Relying on its erroneous interpretation of the law, and after a trial on the merits, the trial court awarded just compensation in the exact amount offered by St. Bernard Port, and the Louisiana Fourth Circuit likewise committed legal error in affirming the trial court's award. The Louisiana Supreme Court thus granted Violet Dock Port's writ application, reversed the just compensation award, and remanded the matter to the Louisiana Fourth Circuit for a *de novo* determination of just compensation. *St. Bernard Port, Harbor & Terminal Dist. v. Violet Dock Port, Inc.*, 17-434 (La. 1/30/18), 239 So.3d 243.

XIV.

On remand, on September 12, 2018, the Louisiana Fourth Circuit Court of Appeal held that "the trial court's award of just compensation is increased to \$28,764,685.00 together with interest and attorneys' fees as provided for by law," and remanded the matter for further proceedings. A copy of the September 12, 2018 Judgment of the Louisiana Fourth Circuit Court of Appeal is attached as Exhibit "1," hereto.

XV.

In response to the Louisiana Fourth Circuit's September 12, 2018 Judgment, both Violet Dock Port and St. Bernard Port applied for writs with the Louisiana Supreme Court. Both writ applications were denied on February 11, 2019.

XVI.

The Louisiana Fourth Circuit's award became final and executory on February 20, 2019. La. Code Civ. P. arts. 1841, 2166.

XVII.

Additionally, on April 12, 2019, in furtherance of the Louisiana Fourth Circuit's Order of

September 12, 2018, the trial court entered a Consent Judgment awarding Violet Dock Port an additional sum of \$3,342,626.90 for its attorneys' fees, expert fees, and costs incurred in the state court expropriation litigation, plus judicial interest (6% in 2019) in accordance with Louisiana law, from the date of the entry of the Judgment until paid. A copy of the April 12, 2019 Judgment is attached as Exhibit "2."

XVIII.

After subtracting the \$16 million already paid by St. Bernard Port, the additional just compensation owed by St. Bernard Port pursuant to the attached final judgments, including accrued interest as July 8, 2019, is the sum total of \$21,609,508.33, with interest accruing after July 8, 2019, at \$2,298.06 per day.

XIX.

Despite amicable demand, to date, St. Bernard Port has not paid any of the \$21,609,508.33 owed for its taking of Violet Dock Port's Property.

XX.

As the owner of the Property for the last several years, St. Bernard Port has received significant revenue from its use of the Property. St. Bernard Port continued Violet Dock Port's former business of servicing Navy ships and collected the Navy revenue that was formerly received by Violet Dock Port. St. Bernard Port also entered into leases for private entities' use of the Property and receives additional revenue from the activities conducted thereon, including layberthing, which was Violet Dock Port's primary business.

XXI.

St. Bernard is a political subdivision; it is not a State agency. La. R.S. 34:1701. St. Bernard Port's operations are principally self-funded. Among other powers, St. Bernard Port possesses the

statutory authority to: generate revenues from the use of its properties; levy *ad valorem* taxes; issue bonds; and “receive by gift, grant, donation or otherwise, any sum of money, aid or assistance from the United States, the state of Louisiana, or any of the political subdivisions thereof.” La. R.S. 34:1708, *et seq.*

XXII.

In general, under Louisiana law, judgments against political subdivisions are payable “only out of funds appropriated for that purpose by the named political subdivision.” La. R.S. 13:5109(B)(2). St. Bernard Port, however, is statutorily excepted from that general rule under the more specific statutes detailing St. Bernard Port’s specific powers and authority. See La. R.S. 34:1708(A). Unlike most other political subdivisions, St. Bernard Port has the specific authority to “provide that payments for [expropriated] lands be made out of funds under its control **not** otherwise specifically appropriated.” See La. R.S. 34:1708(A) (emphasis added). In other words, St. Bernard Port need not make any specific appropriation or include in its budget funds necessary to pay a just compensation judgment for expropriated Property.

XXIII.

Additionally, because St. Bernard Port is a political subdivision rather than a state agency, St. Bernard Port cannot employ the defense that payment of the judgment “would have the effect of creating a deficit in the funds of [the Port] or be in violation of the requirements placed upon the expenditure of such funds by the legislature.” See La. C.C.P. art. 3862; *Charter School of Pine Grove, Inc. v. St. Helena Parish School Bd.*, 07-2238 (La. App. 1 Cir. 2/19/09), 9 So.3d 209, 220 (finding that identical language contained in La. C.C.P. art. 3601(A) and La. R.S. 13:4062 limits these defenses to state agencies and does not apply to “political subdivisions”).

XXIV.

Regardless, St. Bernard Port has the ability to satisfy the outstanding judgments, including by selling the property that it took from Violet Dock Port, as it has net assets of over \$91,000,000.00, according to its last audited financial statement.

COUNT I – VIOLATION OF CIVIL RIGHTS UNDER 42 U.S.C. § 1983

(Fifth Amendment – Failure to Pay Just Compensation for Taking of Property)

XXV.

Plaintiff repeats, re-alleges, and incorporates by reference all of the preceding allegations of this Complaint.

XXVI.

Defendants are able to sue and be sued in their own names, are “persons” within the meaning of 42 U.S.C. §1983, and were, at all times relevant herein, acting under color of state law.

XXVII.

Plaintiff possessed the right, guaranteed by the Fifth Amendment of the United States Constitution, to be paid just compensation for the taking of its property. The Fifth Amendment, made applicable to the States by the Fourteenth Amendment, ensures the rights of property owners to be free from having their property taken without just compensation.

XXVIII.

The duty to pay an award of just compensation for the expropriation of property for a public purpose is mandatory and required by law—namely, the self-executing provisions of the Fifth Amendment of the United States Constitution, as applied to the States through the 14th Amendment, and failure to pay just compensation is a violation of same and 42 U.S.C. § 1983, *et seq.* See *Knick v. Township of Scott Pennsylvania, et al.*, 588 U.S. ____ (2019), 2019 WL 2552486.

XXIX.

The failure of Defendants to pay just compensation, pursuant to final adjudication by the Louisiana State courts, as set forth in Exhibits “1” and “2,” is a knowing, willful, and ongoing violation of Plaintiff’s rights guaranteed under the Constitution and 42 U.S.C. §1983, et seq.

XXX.

As a direct and proximate result of Defendants’ conduct as alleged above, Plaintiff has suffered and continues to suffer damage in the amount of \$21,609,508.35, plus interest at \$2,298.06 per day from July 8, 2019 until paid.

XXXI.

Plaintiff is also entitled to attorney’s fees for pursuing this action under 42 U.S.C. § 1988.

XXXII.

Plaintiff is further informed, believes, and thereon alleges that the above-described acts of Defendants depriving Plaintiff of its constitutionally-protected rights, privileges, and immunities were done with deliberate indifference to Plaintiff’s rights, entitling Plaintiff to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendants, jointly and severally, as follows:

1. For a declaration that Defendants’ conduct has deprived Plaintiff of its rights, privileges, and immunities secured by the Constitution of the United States;
2. For compensatory general damages in the amount of \$21,609,508.35, plus interest at \$2,298.06 per day from July 8, 2019 until paid;
3. For injunctive relief ordering Defendants to pay the foregoing sum without further delay;

4. For punitive damages;
5. For attorney's fees in accordance with 42 U.S.C. § 1988;
6. For costs incurred herein; and
7. For such other and further relief as this court may deem just and proper.

RESPECTFULLY SUBMITTED:

/s/ Randall A. Smith
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ST. BERNARD PORT, HARBOR & TERMINAL DISTRICT	*	NO. 2016-CA-0096
	*	
VERSUS	*	COURT OF APPEAL
	*	
VIOLET DOCK PORT, INC., LLC	*	FOURTH CIRCUIT
	*	
	*	STATE OF LOUISIANA

CONSOLIDATED WITH:

ST. BERNARD PORT, HARBOR &
TERMINAL DISTRICT

VERSUS

VIOLET DOCK PORT, INC., LLC

CONSOLIDATED WITH:

ST. BERNARD PORT, HARBOR &
TERMINAL DISTRICT

VERSUS

VIOLET DOCK PORT INC., LLC

APPEAL FROM
ST. BERNARD 34TH JUDICIAL DISTRICT COURT
NO. 116-860, DIVISION "E"
Honorable Jacques A. Sanborn, Judge

Judge Roland L. Belsome

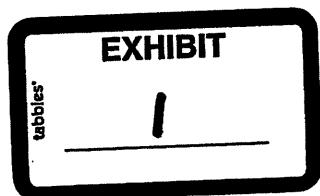
(Court composed of Chief Judge James F. McKay, III, Judge Terri F. Love, Judge Roland L. Belsome, Judge Joy Cossich Lobrano, Judge Sandra Cabrina Jenkins)

LOBRANO, J., DISSENTS WITH REASONS TO FOLLOW

JENKINS, J., DISSENTS

ON REMAND FROM THE LOUISIANA SUPREME COURT

September 12, 2018



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COUNSEL FOR *AMICI* PORT AUTHORITIES

AFFIRMED AS AMENDED AND REMANDED

This matter was remanded from the Louisiana Supreme Court for the determination of just compensation for the Violet Dock Port's expropriated property.¹ Over several years, St. Bernard Port ("the Port") negotiated with Violet Dock Port ("VDP") for the purchase of its property along the Mississippi River ("the Property"). After negotiations failed, the Port instituted expropriation proceedings pursuant to La. Const. art. I, §4.² The courts have determined that the taking of the Property was for a public purpose.³ Thus, in accordance with La. Const. art. I, §4(B)(1), VDP was due just compensation.

After a trial on the issue of just compensation, the trial court found that \$16,000,000 was just compensation for the expropriated property. In so finding,

¹ *St. Bernard Port, Harbor & Terminal Dist. v. Violet Dock Port, Inc., LLC*, 2017-0434 (La. 1/30/18) -So.3d-, 2018 WL 618831.

² La. Const. art. I, §4 reads in pertinent part:

Section 4. (A) Every person has the right to acquire, own, control, use, enjoy, protect, and dispose of private property. This right is subject to reasonable statutory restrictions and the reasonable exercise of the police power.

(B)(1) Property shall not be taken or damaged by the state or its political subdivisions except for public purposes and with just compensation paid to the owner or into court for his benefit. Except as specifically authorized by Article VI, Section 21 of this Constitution property shall not be taken or damaged by the state or its political subdivisions: (a) for predominant use by any private person or entity; or (b) for transfer of ownership to any private person or entity.

La. Const. Ann. art. I, § 4

³ *St. Bernard Port, supra*.

the trial court indicated it did not have the authority to “split the baby” and thus had to choose which party’s expert he was going to rely on. The trial court chose to adopt the valuation presented by the Port, which was the amount that had been deposited in the registry of the court. Reviewing that ruling under a manifest error/obviously wrong standard, this Court affirmed.⁴ The Supreme Court found that the trial court had made its ruling under an erroneous interpretation of the law. More specifically, the Supreme Court opined that the trial court was not bound by any one expert’s opinion in its entirety. Accordingly, this Court’s affirmation of just compensation was reversed. On remand, we have been directed to conduct a *de novo* review of the evidence in the record to arrive at a valuation of just compensation.

VDP has maintained throughout its appeals that the principles set forth by the Supreme Court in *State, Dept. of Highways v. Constant*, should guide the Court in determining just compensation.⁵ *Constant* recognized that the full extent of loss is not always satisfied by the market value analysis based upon comparable sales or other alternate methods that are used in place of fair market value. In *Constant*, the landowner was operating a marina business at the time that the highway department expropriated a portion of his land. The expropriated portion of land represented the entire loading and parking area of the business. It was established that the loading and parking area was indispensable to the landowner’s marina business. The Court noted that the property was unique because the barge slip and adjacent area was the only site available for the commercial loading of heavy

⁴ *St. Bernard Port, Harbor & Terminal Dist. v. Violet Dock Port, Inc., LLC*, 2016-96, 2016-262, 16-331 (La.App. 4 Cir. 12/14/16), 229 So.3d 626, *writ granted*, 2017-0434 (La. 5/26/17), 221 So. 3d 853, *and aff’d in part, rev’d in part*, 2017-0434 (La. 1/30/18).

⁵ *State, Dept. of Highways v. Constant*, 369 So.2d 699 (La.1979).

equipment servicing the oil industry. The Court reasoned that the property was unique in nature; and the loading and parking area was indispensable to the business's operations. Therefore, the loading and parking area had to be reproduced at another location to maintain the marina business. Accordingly, the Court found that awarding replacement value was the only way to fully compensate the landowner even though that amount exceeded the market value of the land.⁶

In accordance with *Constant*, if a landowner establishes that the location of the expropriated property or some physical feature of it is unique and indispensably related to the success of the landowner's business, just compensation requires the court to award replacement value. Since *Constant*, several courts considering those factors have determined that some landowners can only be fully compensated by replacement cost.⁷

Likewise here, the evidence elicited at trial established that: 1) the Property is unique due to its location and its improvements; and 2) the Property was indispensable to VDP's business. The Property is located in Violet, Louisiana and has one mile of frontage along the Mississippi River and similar frontage on St. Bernard Highway and Norfolk Southern railroad, which gives the site access over land, road, rail, and water. It is zoned industrial and is located on a straight, self-dredging bank line making it an ideal location for river navigation. The Port's Executive Director, Dr. Robert Scafidel testified that the other potential locations along the river in St. Bernard Parish were not as desirable for the Port because they

⁶ *Id.*

⁷ See, *State ex rel Dept. of Transp. and Dev. v. Wade*, 07-1385 (La. App. 3 Cir. 5/28/08), 984 So.2d 918, *writ denied*, 08-1896 (La. 12/12/08), 997 So.2d 561; *State, DOTD v. McKeithen*, 42,830 (La. App. 2 Cir. 2/20/08), 976 So.2d 832; *City of Shreveport v. Standard Printing Co. of Shreveport, Inc.*, 427 So.2d 1304 (La. App. 1 Cir. 1983); and *Monroe Redevelopment Agency v. Kusin*, 398 So.2d 1159 (La. App. 2d Cir. 1981), *writ denied*, 405 So.2d 530 (La. 1981).

were positioned where the river bends, which would impede river traffic. He represented to the State that VDP's property presented a unique opportunity to greatly expand the Port's ability to handle bulk cargo.

Through the years, VDP had constructed a fully operational, private port facility with five steel and concrete docks. Three of the berths were certified by the Navy for lay berthing ocean-going ships. VDP had held contracts for providing services to the Navy for decades. To fulfill the needs of the Navy, VDP had renovated the Property by installing transformers, a potable water supply, six telephone lines per ship, and a boiler for steam necessary for the ships to be poised for immediate deployment. In addition to the mechanical support for the ships, VDP had also constructed landside improvements to comply with Navy specifications.

The Port highlighted the uniqueness of the Property in its application to the Louisiana Port Construction and Development Program.⁸ The Port wrote:

[t]he best attribute of this site is that it features three sturdy docks designed to berth some of the largest cargo ships in the world. These docks can be easily modified to support cargo handling operations similar to those currently taking place at the Chalmette Slip, such as ship or barge to truck or rail or to storage. The reverse movement is also available.

The application went on to state that:

[t]he opportunity to acquire three active docks on the Mississippi River with available uplands and access to highway and rail, for only \$14 million, is an opportunity that does not happen very often, if ever.⁹

Similarly, the Port's Strategic Business Plan stated that the Property "should be considered a national asset for transportation and manufacturing." The Port conceded that the site was one of the last major properties on the Mississippi River

⁸ In the application the Port was seeking State funding for the purchase of the Property.

⁹ At the time of the application, the Port thought VDP had accepted its offer of \$14 million.

that is suitable for cargo with highway, rail, and deep water access on a straight section of the river. Riverfront property is limited in St. Bernard Parish and property with these attributes is nonexistent. The Port relied on the uniqueness of the Property to secure a \$15,000,000 grant from the State and to support its public purpose argument.

Here, as in *Constant*, the Property was also indispensable for the operation of VDP's business. The appraisals in the record repeatedly recognized that the facility and business operations were highly specialized. That is further evident by the fact that the Port is now servicing the Navy contracts once held by VDP. The Port expropriated the Property because it is unique in nature and location. As a result of the expropriation VDP's business has ceased to exist. Thus, we find that the record supports a finding that the Property was unique in nature and location while also being indispensable to the landowners' business operations requiring just compensation to be calculated by assessing the replacement cost of the land and improvements.

At trial, VDP's experts presented reports and testimony suggesting that full replacement cost for the land and improvements would be \$73,148,000 without taking into account depreciation. Alternatively, if the land and improvements were to be depreciated, the replacement value would be \$50,930,000. Using numbers derived by the Port's experts, full replacement cost without depreciation amounts to \$41,084,000, and with depreciation the amount was determined to be \$28,764,685.¹⁰

¹⁰ The initial value was \$25,764,685, but after adjustments for omissions the value was increased to \$28,764,685.

The most significant reason for the vast discrepancy in the values is due to the experts' differing opinions on the highest and best use of the Property. VDP's experts' calculations were based on the Property being used as a multimodal bulk cargo facility, while the lower calculations were based on layberthing with a limited cargo operation. Multiple factors are considered when determining the highest and best use of land in an expropriation.¹¹ However, generally, "the current use of the property is presumed to be the highest and best use."¹²

The Port's expert appraiser, Bennett Oubre testified extensively as to his review of the appraisal reports offered by VDP's and the Port's experts. In reviewing the testimony regarding the rationale for the differing appraisals, we find Mr. Oubre's testimony realistically evaluated the character of the Property. Mr. Oubre acknowledged how specialized the Property was while also taking into account the attributes that were problematic. During his testimony, he explained various flaws within VDP's experts' appraisals. The most significant criticism Mr. Oubre had was the use of "extraordinary assumptions." Those "extraordinary assumptions" included zoning and permitting issues as well as the water depth of the docks and its proximity to non-industrial areas. Thus, his testimony supports the highest and best use of the Property to be the layberthing operations that VDP was using the Property for at the time of expropriation. We find his assessment of the condition of the property to be representative of and consistent with the

¹¹ According to the Supreme Court:

Factors which may be considered include: market demand; proximity to areas already developed in a compatible manner with the intended use; economic development in the area; specific plans of business and individuals, including action already taken to develop the land for that use; scarcity of the land available for that use; negotiations with buyers interested in the property taken for a particular use; absence of offers to buy the property made by the buyers who put it to the use urged; and the use to which the property was being put at the time of the taking.

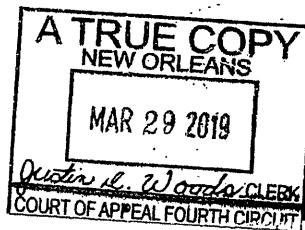
Exxon Pipeline Co. v. Hill, 2000-2535 (La. 5/15/01), 788 So.2d 1154, 1160.

¹² *Id.*

evidence presented as a whole.¹³ During his testimony, he relied on estimates from the Port's expert engineer, Patrick Flowers and his own appraisal of the land value to formulate a depreciated value of improvements of \$23,515,404 and land value of \$3,962,000. Although Mr. Oubre stated that in his opinion this valuation was high, we find it is a reasonable estimation for the purpose of determining just compensation. However, when valuing the improvements one of the docks had been omitted. Based on Dr. Ragas' valuation, the depreciated value of the omitted dock was \$667,406.

Using the estimates discussed above, we find the record supports an estimated replacement cost after depreciation, of \$28,764,685.¹⁴ Based on the record, we find this to be a credible and accurate valuation of the Property. Accordingly, the trial court's award of just compensation is increased to \$28,764,685, together with interest and attorneys' fees as provided for by law. The matter is remanded for further proceedings.

AFFIRMED AS AMENDED AND REMANDED



¹³ "The characteristics examined by the experts cannot be speculative and must consider the property in its use at the time of expropriation." *Exxon*, 2000-2535, p. 11, 788 So.2d at 1162.

¹⁴ This figure was arrived at by valuing the depreciated replacement cost of docks 1,2,4, and 5 (as per the Port's expert engineer, Dr. Flowers), plus land (\$3,962,000) at \$27,477,404; plus a depreciated value for dock 3 of \$667,406 (using Dr. Ragas' valuation); plus \$619,875, the depreciated replacement cost for site improvements.

34th JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. BERNARD

STATE OF LOUISIANA

NO. 116860

DIV. "E" C

ST. BERNARD PORT, HARBOR & TERMINAL DISTRICT

v.

VIOLET DOCK PORT, INC., LLC

FILED: APR 12 2019

/s/ Emily Carlin
DEPUTY CLERK

CONSENT JUDGMENT

NOW INTO COURT, through undersigned counsel, jointly come Defendant/Plaintiff-in-Reconvention, Violet Dock Port, Inc., LLC ("Violet Dock Port"), and Plaintiff/Defendant-in-Reconvention, St. Bernard Port, Harbor & Terminal District ("St. Bernard Port") (collectively, the "Parties").

Based upon the stipulation of the Parties as signified by their counsel's signatures below, following the remand instructions of the Fourth Circuit Court of Appeal in awarding additional just compensation in this case;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Violet Dock Port shall be awarded an additional sum of three million three-hundred and forty-two thousand six-hundred and twenty-six dollars and ninety cents (\$3,342,626.90) for its attorneys' fees, expert fees and costs incurred, plus judicial interest in accordance with Louisiana law, from this date until paid.

Chalmette, Louisiana this 11 day of April, 2019.

/S/ Kim C. Jones

JUDGE

A TRUE COPY
Randy S. Nunez
CLERK OF COURT
PARISH OF ST. BERNARD
STATE OF LOUISIANA
By DEPUTY CLERK
Emily A. Carlin

1

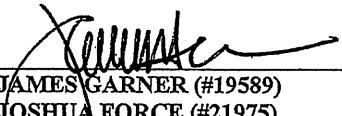
EXHIBIT

tables*

2

Approved as to form and content:

Dated: April 9, 2019



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*Attorneys for St. Bernard Port,
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Approved as to form and content:

Dated: April 9, 2019



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