ALDEN CHAUVIN, ANYCE CHAUVIN LAMBERT AND MELVIN A. CANNON	NO. 16-CA-609
VERSUS	FIFTH CIRCUIT
SHELL OIL COMPANY, VALERO REFINING - NEW ORLEANS, L.L.C., SHELL PIPELINE COMPANY, LP, AIR PRODUCTS & CHEMICALS, INC., SOUTHERN NATURAL GAS COMPANY, L.L.C., PARKWAY PIPELINE & ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1 THROUGH THE ST. CHARLES PARISH COUNCIL	COURT OF APPEAL STATE OF LOUISIANA

ON REMAND FROM THE LOUISIANA SUPREME COURT

AN APPEAL FROM THE TWENTY-NINTH JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA, NO. 76,932 DIVISION "E"
HONORABLE TIMOTHY S. MARCEL, JUDGE PRESIDING

October 25, 2017

SUSAN M. CHEHARDY
CHIEF JUDGE

Panel composed of Judges Susan M. Chehardy, Fredericka Homberg Wicker and Hans J. Liljeberg

AFFIRMED

SMC
FHW
HJL

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CHEHARDY, C.J.

We consider this appeal on remand from the Louisiana Supreme Court, and for the reasons that follow, we affirm the March 24, 2016 judgment of the district court.

BACKGROUND

This appeal stems from a March 24, 2016 judgment in which the 29th Judicial District Court granted motions for summary judgment filed by defendants-appellees, Shell Oil Company ("Shell Oil"), Shell Pipeline Company, LP ("Shell Pipeline"), Air Products and Chemicals, Inc. ("Air Products"), Valero Refining-New Orleans, LLC ("Valero"), and Bengal Pipeline Company, LLC ("Bengal"), and dismissed with prejudice the claims of plaintiffs-appellants, Alden Chauvin, Anyce Chauvin Lambert, and Melvin Cannon. Plaintiffs appealed this judgment, but this Court dismissed their appeal as untimely. *See Chauvin v. Shell Oil Co.*, 16-609 (La. App. 5 Cir. 11/16/16), 204 So.3d 1100. We reached that conclusion based on the following.

The designated record before us reflects that the notice of judgment was mailed on March 30, 2016. Thus, in accordance with La. C.C.P. art. 1974, plaintiffs had until April 8, 2016 to file a motion for new trial, but did not file their motion until April 14, 2016. Pursuant to La. C.C.P. art. 2087(A)(1), a motion for devolutive appeal must be filed within sixty days of the expiration of the delay for applying for a new trial, if no application has been filed timely. Because we found plaintiffs' motion for new trial had not been filed timely, plaintiffs had sixty days from April 8, 2016 to file a motion for appeal. We concluded plaintiffs' motion for appeal, filed June 22, 2016, was untimely and dismissed the appeal.

Plaintiffs sought certiorari review. The Louisiana Supreme Court granted review and issued a per curiam finding that plaintiffs' motion for new trial was

timely because it had been filed within seven days after the sheriff had served notice of the judgment in accordance with La. C.C.P. art. 1974. *See Chauvin v. Shell Oil Co.*, 17-43 (La. 03/31/17), 214 So.3d 855. As a result, the court found plaintiffs' devolutive appeal was timely, reinstated the appeal, and remanded the matter to this Court for consideration of the merits. *Id.*

As we did upon our original review of the record, and now again on remand, we find nothing in the record to indicate that plaintiffs were served by the sheriff with notice of judgment. Consequently, upon the designated record before us, we are still of the opinion that plaintiffs' appeal is untimely. However, the Louisiana Supreme Court has ruled on this issue and we are bound by that ruling. Accordingly, we now turn to the merits of this appeal.

STATEMENT OF THE CASE

This appeal arises out of a property dispute. Plaintiffs, who claim to own a certain tract of land in St. Charles Parish, filed suit in 2013 alleging trespass and seeking damages caused by oil and gas pipelines that had been installed on the land by defendants. Defendants dispute plaintiffs' claims of ownership. Defendant Shell Oil claims that it purchased the property in question from plaintiffs' ancestors-in-title in 1971 and granted servitudes to other defendant pipeline companies over the ensuing years. On this basis, Shell Oil and other defendants moved for summary judgment, arguing that plaintiffs cannot prove they own the property and, thus, cannot succeed on their trespass action. The district court agreed, granting summary judgment in favor of defendants and dismissing plaintiffs' claims with prejudice. Plaintiffs appealed that ruling.

FACTUAL AND PROCEDURAL HISTORY[1]

The property at issue was once a portion of a larger tract acquired by plaintiffs' ancestors-in-title in 1927, when Lorenza Toussa sold a portion of Lot G

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[1] The factual and procedural history available to this Court is limited to the designated record before us.

and all of Lot H of the original Goodhope Plantation in St. Charles Parish to Frank Szubinski. In 1929, Frank Szubinski sold half of his interest in this property to his brother, Theodore Szubinski.

On March 21, 1930, the Szubinksi brothers granted a 275-foot-wide right of way over the property to the State of Louisiana for the construction and maintenance of Airline Highway. Defendant Shell Oil first acquired an interest in the property in 1948 when the Szubinskis sold to Shell Oil a 25-foot-wide strip of land on the north end of the property.

Between 1950 and 1953, the Szubinskis subdivided the property south of Airline Highway and sold off the lots. After Frank Szubinksi's death in 1959, his wife, Bertha Miller Szubinski, inherited his estate, including his one-half interest in the property. In 1961, Theodore and Bertha sold a 20-foot-wide strip of the property north of Airline Highway to Gravity Drainage District No. 2 of St. Charles Parish ("Gravity").

After Theodore's death, his wife, Annie Glover Szubinski, and daughter, Josephine Szubinski Chauvin, inherited his estate, including his one-half interest in the property. In 1966, by act of partition, Annie, Josephine, and Bertha, as owners in indivision, partitioned the remaining portion of the property north of Airline Highway into Parcels A and B as depicted on a survey prepared by S.P. Landry and dated June 12, 1966. Annie and Josephine received title to Parcel A, while Bertha received title to Parcel B.

Following Annie's death, in November 1971, Josephine, as Annie's sole heir, and Bertha sold their respective parcels to Shell Oil. Josephine sold Parcel A to Shell Oil on November 18, 1971; and Bertha sold Parcel B to Shell Oil on November 23, 1971. The November 18, 1971 sale described Parcel A as follows:

> 3.71 acres of land, more or less, situated in the Parish of St. Charles, State of Louisiana, designated Parcel A, and being a portion of Lots G and H of original Goodhope Plantation as per survey S.P. Landry,

Civil Engineer, dated June 12, 1966, a copy of which is on file in the office of the Clerk of Court and Register of Conveyance for the Parish of St. Charles for reference.

The November 23, 1971 sale described Parcel B as follows:

> 3.70 acres of land, more or less, situated in the Parish of St. Charles, State of Louisiana, designated Parcel B, and being a portion of Lots G and H of original Goodhope Plantation as per survey by S.P. Landry, Civil Engineer, dated June 12, 1966, a copy of which is on filed in the office of the Clerk of Court and Register of Conveyance for the Parish of St. Charles for reference.

Years later, on May 2, 1980, Shell Oil granted a servitude to Shell Pipeline to construct a pipeline over this property. Over the ensuing years, Shell Oil granted several more servitudes over this property to other defendant pipeline companies. Numerous pipelines now cross the property.

In 2012, plaintiffs, descendants of the Szubinski brothers, learned of their possible ownership of the property when they were contacted by pipeline companies seeking servitudes over the property the companies believed to be owned by plaintiffs. Believing they still owned the property, on June 3, 2013, plaintiffs filed suit seeking damages for trespass on the property. Named as defendants were: Shell Oil, Shell Pipeline, Valero, Air Products, Bengal, Gravity, Parkway Pipeline, LLC ("Parkway") and Colonial Pipeline Company ("Colonial").[2]

Shell Oil and Shell Pipeline responded with a motion for summary judgment. Defendants Gravity, Air Products, Valero, and Bengal likewise filed motions for summary judgment adopting Shell's arguments. Defendant Parkway did not move for summary judgment because it reached a settlement agreement with plaintiffs in September of 2015, whereby Parkway entered into a pipeline servitude agreement with plaintiffs in exchange for settlement of the lawsuit.[3]

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[2] The designated record before us is devoid of any pleadings filed by or any other participation in these proceedings by Colonial Pipeline Company. The only reference to Colonial in the record is that Bengal Pipeline Company, LLC is a joint venture of Colonial Pipeline Company and Shell Pipeline Company, LP.

[3] The pertinent part of that agreement provided: "In contemplation of [plaintiffs] settling and dismissing the Lawsuit against [Parkway], [Parkway] desires to acquire the Servitude (defined later herein) from [plaintiffs],

Following a motion hearing on February 24, 2016, the district court found there were no genuine issues of material fact regarding Shell Oil's ownership of the disputed property and concluded that Shell Oil had purchased the property in 1971. In its judgment issued on March 24, 2016, the court granted summary judgment and dismissed with prejudice plaintiffs' claims against Shell Oil, Shell Pipeline, Air Products, Valero, Bengal, and Parkway. The court denied Gravity's motion for summary judgment due to its non-appearance at the motion hearing.[4]

DISCUSSION

In plaintiffs' sole assignment of error on appeal, they argue that the district court erred in granting defendants' motions for summary judgment because genuine issues of material fact remain as to the extent of the property sold in 1971.

We conduct a *de novo* review of a judgment granting a motion for summary judgment. *Richthofen v. Medina*, 14-294 (La. App. 5 Cir. 10/29/14), 164 So.3d 231, 234, *writ denied*, 14-2514 (La. 3/13/15), 161 So.3d 639. Under this standard of review, we use the same criteria as the trial court in determining if summary judgment is appropriate: whether there is a genuine issue as to material fact and whether the mover is entitled to judgment as a matter of law. *Id.*

"[A] motion for summary judgment shall be granted if the motion, memorandum, and supporting documents show that there is no genuine issue as to material fact and that the mover is entitled to judgment as a matter of law." La. C.C.P. art. 966(A)(3). "[I]f the mover will not bear the burden of proof at trial on the issue that is before the court on the motion for summary judgment, the mover's burden on the motion does not require him to negate all essential elements of the adverse party's claim, action, or defense, but rather to point out to the court the absence of factual support for one or more elements essential to the adverse party's

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solely as a protective measure, but otherwise not as an acknowledgment or admission by [Parkway] of [plaintiffs'] ownership of the Property."

[4] This ruling is not before us on appeal.

claim, action, or defense." La. C.C.P. art. 966(D)(1). "The burden is on the adverse party to produce factual support sufficient to establish the existence of a genuine issue of material fact or that the mover is not entitled to judgment as a matter of law." *Id.*

Here, defendants are the movers who will not bear the burden of proof at trial. Accordingly, in their motions for summary judgment, defendants sought to point out the absence of factual support for one of the essential elements of plaintiffs' trespass action: ownership.

A civil trespass is defined as the unlawful physical invasion of the property or possession of another. *Pepper v. Triplet*, 03-0619 (La. 01/21/04), 864 So.2d 181, 197. In an action for trespass, title to the land is the pivotal issue. *Bennett v. La. Pac. Corp.*, 29,598 (La. App. 2 Cir. 05/09/97), 693 So.2d 1319, 1321. Thus, a plaintiff who brings a trespass action bears the burden of proving his ownership. *Id.*

In their motions for summary judgment, defendants alleged that plaintiffs could not succeed on their trespass action because they could not prove ownership of the property since it had been sold to Shell Oil in 1971. Plaintiffs do not dispute that their ancestors-in-title sold property to Shell Oil in 1971, but they base their trespass action on their contention that the property sold did not include the land over which defendants' pipelines now extend.

The parties agree that the pipelines at issue extend over a strip of property situated between Airline Highway itself and the northern boundary of the Airline Highway right of way. Plaintiffs contend that they still own this strip of property because the property sold to Shell Oil in 1971 did not extend south of the northern right-of-way boundary and so did not include the property over which the pipelines now extend. Defendants, on the other hand, contend that the property sold to Shell Oil in 1971 extended south of the northern right-of-way boundary and so does

include the property over which the pipelines now extend. In other words, plaintiffs claim that in the 1971 sales, the southern boundaries of Parcels A and B were coterminous with the northern right-of-way boundary, while defendants claim that in the 1971 sales, the southern boundaries of Parcels A and B were southward of the northern right-of-way boundary.

Accordingly, this is a boundary dispute. And because this dispute centers on the boundaries as reflected in the 1971 acts of sale, this boundary dispute is also an issue of contract interpretation. "Interpretation of a contract is the determination of the common intent of the parties." La. C.C. art. 2045. "When the words of a contract are clear and explicit and lead to no absurd consequences, no further interpretation may be made in search of the parties' intent." La. C.C. art. 2046. Likewise, in resolving boundary disputes, the principal judicial duty and objective is to determine and implement the intention of the parties. *In re St. James Methodist Church*, 95-410 (La. App. 5 Cir. 12/27/95), 666 So.2d 1206, 1209 (citing *Hurst v. Ricard*, 514 So.2d 14, 17 (La. 1987)). The object in all boundary questions is to find some certain evidence of what particular land was intended to be conveyed. *Id.* (citing *City of New Orleans v. Joseph Rathborne Land Co.*, 24 So.2d 275, 281 (La. 1945)).

Like any other issue of contract interpretation, we begin our analysis with the contract itself. Both 1971 acts of sale describe the property sold by specified acreage and by reference to the 1966 Landry survey. This Landry survey does not depict the Airline right of way, but depicts Airline Highway itself with a "borrow pit" (*i.e.*, ditch/canal) running parallel along its north side. The southern boundaries of both Parcels A and B are depicted north of this borrow pit, which Shell Oil acknowledged in its motion for summary judgment: "The 1966 Landry plat does show the southern boundary of Parcels A and B to be north of a borrow pit which is parallel to Airline Highway."

The pertinent question here is: Where did the parties intend the southern boundaries of Parcels A and B to be relative to the northern right-of-way boundary in the 1971 sales? Because this question is not resolved on the face of the acts of sale or by reference to the Landry survey, we must look beyond the contract to determine the parties' intent.

Parol or extrinsic evidence is generally inadmissible to vary the terms of a written contract unless the written expression of the common intention of the parties is ambiguous. *Campbell v. Melton*, 01-2578 (La. 5/14/02), 817 So.2d 69, 75. A contract is considered ambiguous on the issue of intent when either it lacks a provision bearing on that issue, the terms of a written contract are susceptible to more than one interpretation, there is uncertainty or ambiguity as to its provisions, or the intent of the parties cannot be ascertained from the language employed. *Id.*

First, we look to the testimony of the parties' respective surveyors. Plaintiffs' surveyor, M. Gregory Breaux of Sigma Consulting Group, Inc., expressed doubts about the accuracy of the Landry survey. Mr. Breaux opined that S.P. Landry, the surveyor who created the 1966 survey, may not have actually performed an on-the-ground survey of Parcels A and B in 1966, but merely created his survey map by adopting the dimensions from two prior surveys performed by E.M. Collier in March 1953 and on March 3, 1961. This, Mr. Breaux explained, may account for the discrepancies he found in the Landry survey. On the basis of these discrepancies, Mr. Breaux testified that he could not reach a conclusion regarding the location of the southern boundaries of Parcels A and B from the Landry survey: "In this case, I'll be honest, I was not able to come to a conclusion. There's conflicting information, and I personally did not feel it was in my purview to determine what that property line is." Despite this testimony, Mr. Breaux ultimately did reach a conclusion when, based on his own survey of the property, he created a survey map that depicted the southern boundaries of Parcels A and B

south of the northern right-of-way boundary in the middle of the borrow pit. Similarly, Shell Oil's surveyor, J.F. Ruello of Landmark Surveying, Inc., surveyed the property and also created a survey map depicting the southern boundaries south of the northern right-of-way boundary in the middle of the borrow pit. Notably, both Breaux's and Ruello's surveys depict the pipelines traversing the portions of Parcels A and B that extend into the right of way. Thus, both parties' surveyors reached the same conclusion that Parcels A and B as sold in 1971 included the property encumbered by the Airline Highway right of way and over which defendants' pipelines now extend.

Next, we consider evidence of the parties' actions after 1971 to help determine the parties' intentions in the acts of sale. Tellingly, neither the 1984 succession of Bertha Miller Szubinski nor the 1994 succession of Josephine Szubinski Chauvin included any of the Airline Highway property. These successions do, however, include other real property, suggesting that if Josephine and Bertha had not intended to convey all of the Airline Highway property to Shell Oil in 1971, it stands to reason that they would have believed they still owned some of the property after 1971 and would have bequeathed it to their heirs. They did not, and the subsequent actions of their heirs with respect to the property further support the inference that Josephine and Bertha intended to convey all of their Airline Highway property to Shell Oil in 1971.

Plaintiff Alden Chauvin, son of Josephine Szubinski Chauvin, testified that prior to 2012, he was unaware of the property and had never set foot on it. Similarly, plaintiff Melvin Cannon, the great-nephew of Frank Szubinski, explained that he had no inkling about the property before 2012 and first set foot on it in 2013. Mr. Cannon also added that he was unfamiliar with the other plaintiffs prior to this lawsuit. Harry Lambert, husband of plaintiff Anyce Chauvin Lambert, testified that his wife, the daughter of Josephine Szubinski Chauvin and

sister of plaintiff Alden Chauvin, did not believe she owned an interest in the property. Nor did he believe she owned an interest. Mr. Lambert also stated that his wife believed her mother had sold all of the property she owned north of Airline Highway. Mr. Lambert added that he never set foot on the property between 1967 and 2012.

On the other hand, Shell Oil has taken numerous actions on the property since 1971. As mentioned above, in 1980, Shell Oil granted a servitude to Shell Pipeline to install a 24-inch pipeline over the property. Shell Pipeline has maintained this pipeline, removing brush and vegetation at least twice a year and maintaining posted signage. The record also reflects that Shell Oil granted servitudes to Southern States, Inc. (now Valero) in 1981, to Entergy Louisiana, Inc. in 1997, and to Air Products in 1996 and 2012.

The actions taken by Shell Oil on the property and the non-actions by plaintiffs and their ancestors-in-title suggest that in 1971 the parties intended for Shell Oil to acquire ownership of the property now in dispute. This, in conjunction with the opinions of both parties' surveyors, leads us to conclude that in the sale of November 18, 1971, Josephine Szubinski Chauvin intended to sell and Shell Oil Company intended to buy all of Parcel A, which included the property encumbered by the Airline Highway right of way and over which the pipelines now extend. We likewise conclude that in the sale of November 23, 1971, Bertha Miller Szubinski intended to sell and Shell Oil Company intended to buy all of Parcel B, which included the property encumbered by the Airline Highway right of way and over which the pipelines now extend. Accordingly, upon our *de novo* review, we find there are no genuine issues of material fact as to what the parties intended in the sales of November 18, 1971 and November 23, 1971.

In any event, Shell Oil's ownership of the disputed property is further established via acquisitive prescription. Acquisitive prescription is the "acquiring

of ownership or other real rights by possession for a period of time." La. C.C. art. 3446. Ownership of immovable property by acquisitive prescription may be acquired by either ten years of possession, La. C.C. art. 3473, or thirty years of possession, La. C.C. art. 3486. To acquire ownership with ten years of possession, there must be possession for ten years, good faith, just title, and a thing susceptible of acquisition by prescription. La. C.C. art. 3475. To acquire ownership with thirty years of possession, the thing must be susceptible of acquisition by prescription, and there must be continuous, uninterrupted, peaceable, public, and unequivocal corporeal possession for thirty years. La. C.C. art. 3476; La. C.C. art. 3486; *Grieshaber Family Props., LLC v. Impatiens, Inc.*, 10-1216 (La. App. 4 Cir. 03/23/11), 63 So.3d 189, 195.

Here, the record establishes that Shell Oil satisfies the requirements for ownership via thirty-year acquisitive prescription.[5] First, the immovable property at issue, as a private thing, is susceptible of acquisition by prescription. La. C.C. art. 3485 ("All private things are susceptible of prescription unless prescription is excluded by legislation."); La. C.C. art. 453 ("Private things are owned by individuals, other private persons, and by the state or its political subdivisions in their capacity as private persons.").

Second, Shell Oil has possessed the property for a period of more than thirty years, when it first granted a pipeline servitude over the property in 1980 and continued to grant several others over the next thirty-two years before its title to the property was challenged in 2012. Shell Oil's possession of the property has

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[5] The vagueness of the 1966 Landry survey precludes application of ten-year acquisitive prescription. *See Hooper v. Hero Lands Co.*, 15-0929 (La. App. 4 Cir. 03/30/16), 216 So.3d 965, 975-76:

> A title is just when the deed is written, in valid form, and sufficient to transfer ownership on its face. *See* La. C.C. art. 3483; *see also Barrois v. Panepinto*, 13-0577 (La. App. 4 Cir. 1/8/14), 133 So.3d 36, 37. Moreover, the title must sufficiently describe the property so that it can be identified and located from the description. *See Barrois*, 133 So.3d at 37. As a general rule, the description must fully appear within the four corners of the deed, or the deed should refer to a map or plat so that the location of the property is clear. *See Quality Environmental Processes, Inc. v. I.P. Petroleum Co., Inc.*, 13-1582, 13-1588, 13-1703, (La. 5/7/14), 144 So.3d 1011, 1020. If the property is not sufficiently described within the title, one cannot acquire it by ten-year acquisitive prescription. *See Barrois*, 133 So.3d at 37-38.

been exercised through the precarious possession of the servitude grantees. Precarious possession is the exercise of possession over a thing with the permission of or on behalf of the owner or possessor. La. C.C. art. 3437. Though acquisitive prescription does not run in favor of a precarious possessor, La. C.C. art. 3477, it can run in favor of the owner or possessor on whose behalf the precarious possessor possesses, *see* 1982 Official Revision Comment (b) of La. C.C. art. 3428 ("[O]ne who has taken possession of a servitude has the quasi-possession of the servitude for himself and the possession of the land for the owner.").

And third, Shell Oil's possession has been continuous, uninterrupted, peaceable, public, unequivocal, and corporeal. Shell Oil's possession has been continuous since it has exercised possession at various times throughout the thirty-two year period by granting servitudes for pipelines that have been maintained over the years. *See* La. C.C. art. 3443 ("One who proves that he had possession at different times is presumed to have possessed during the intermediate period."); La. C.C. art. 3436 ("[Possession is not continuous] when it is not exercised at regular intervals."); *Bd. of Comm'rs v. S. D. Hunter Found.*, 354 So.2d 156, 166 (La. 1977) ("[A]n intention by the owner to exercise possession over the whole of his tract is manifested by his grant of a pipeline servitude across it, when accompanied by the physical construction of the pipeline and continuous acts by the grantee thereafter maintaining the right of way over part of the tract.").

Shell Oil's possession has been uninterrupted as there is no evidence indicating that it or its grantees ever lost possession. La. C.C. art. 3465 ("Acquisitive prescription is interrupted when possession is lost."); *Liner v. La. Land & Expl. Co.*, 319 So.2d 766, 780 (La. 1975) ("Possession is not interrupted when it is merely disturbed. Possession is interrupted when possession is lost."). Its possession has been peaceable since there is no evidence to suggest that it

acquired possession with or has maintained it with violence. *See* La. C.C. art. 3436 ("[Possession is not peaceable] when it is acquired or maintained by violent acts."). Its possession has been public having been made conspicuous with visible pipelines, routine maintenance, and posted signage. Its possession has been unequivocal due to the clarity of its intent to own the property by granting servitudes to various pipeline companies. *See* La. C.C. art. 3436 ("[Possession is] equivocal when there is ambiguity as to the intent of the possessor to own the thing."). And, lastly, Shell Oil's possession has been corporeal by virtue of the construction and maintenance of the pipelines. *See* La. C.C. art. 3425 ("Corporeal possession is the exercise of physical acts of use, detention, or enjoyment over a thing."); *S. D. Hunter Found.*, *supra*.

"When a party proves acquisitive prescription, the boundary shall be fixed according to limits established by prescription rather than titles." La. C.C. art. 794. "If a party and his ancestors in title possessed for thirty years without interruption, within visible bounds, more land than their title called for, the boundary shall be fixed along these bounds." *Id.*

Thus, even if the pipeline servitudes granted by Shell Oil extend over property that is beyond the limits of its title acquired in 1971, Shell Oil's ownership of this property has been established via thirty-year acquisitive prescription. We therefore conclude that the district court did not err in its March 24, 2016 judgment granting summary judgment and dismissing with prejudice plaintiffs' claims against defendants.

This assignment of error is without merit.

DECREE

For the foregoing reasons, the March 24, 2016 judgment of the district court is affirmed.

AFFIRMED

SUSAN M. CHEHARDY
CHIEF JUDGE

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NOTICE OF JUDGMENT AND CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE OPINION IN THE BELOW-NUMBERED MATTER HAS BEEN DELIVERED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 2-16.4 AND 2-16.5** THIS DAY **OCTOBER 25, 2017** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

CHERYL Q. LANDRIEU
CLERK OF COURT

16-CA-609

E-NOTIFIED

29TH JUDICIAL DISTRICT COURT (CLERK)
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