

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

CONRAD CHARLES WIEGAND	*	CIVIL ACTION
	*	
	*	NO.
VERSUS	*	
	*	SECTION
	*	
UNITED STATES MARITIME SERVICES, LLC and PARISH OF ST. BERNARD	*	MAGISTRATE
	*	
	*	

**COMPLAINT FOR BREACH OF CONTRACT
REGARDING VESSELS OF OPPORTUNITY**

NOW INTO COURT, through undersigned counsel, comes plaintiff, Conrad Charles Wiegand, a person of the full age of majority and a resident of the State of Louisiana, who, for a cause of action, does state as follows:

I.

Defendant, United States Maritime Services, LLC, is a foreign corporation licensed to do and doing business in this judicial district.

II.

Defendant, Parish of St. Bernard, State of Louisiana, is a political subdivision of the State of Louisiana located within this judicial District

III.

Venue is proper within this judicial district.

IV.

This Court has jurisdiction over this matter pursuant 28 U.S.C. §1333, federal question, this being a claim under the General Maritime Law of the United States and whereas there is complete diversity of the parties and an amount in controversy exceeding \$75,000 pursuant to 28 U.S.C. ¶1332.

V.

On or around May 1, 2010 and June 6, 2010, plaintiff, Conrad Charles Wiegand, individually, entered, respectively, into an agreement with defendant, The Parish of St. Bernard and a Master Vessel Charter Agreement, with defendant, United States Maritime Services, LLC, wherein defendants agreed to employ plaintiff's vessel as part of the Gulf of Mexico cleanup effort following the tragic BP American Production Company rig explosion and oil spill occurring on April 20, 2010.

VI.

Plaintiff provided vessels and crew and made available on a standby basis vessels and crew as part of defendant's cleanup effort pursuant to the terms of the parties' contract.

VII.

There remains due and owing for services duly rendered and pursuant to the terms of the parties' contract, additional sums for services rendered and while on standby status which remain unpaid.

VIII.

Despite amicable demand, defendant has refused to make payment.

IX.

This suit is brought pursuant to the General Maritime Laws of the United States and/or Louisiana state law, made applicable to this dispute pursuant to the choice of law provisions contained in the parties' contracts.

X.

Plaintiff seeks all damages and amounts reasonable in the premises, including all consequential damages resulting directly or indirectly from defendants' failure to pay.

XI.

Plaintiff further seeks an award of attorney's fees to the extent allowed by law.

WHEREFORE, plaintiff prays that after due proceedings had, there be judgment rendered herein in his favor and against defendant, in the amount set forth above, for attorney's fees, for all costs incurred, for interest from the date of judicial demand until paid in full, and for any and all other relief to which they are entitled.

Respectfully submitted:

/s/ Wm. David Coffey

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