

**STATE OF LOUISIANA**  
**COURT OF APPEAL, FIRST CIRCUIT**

WASHINGTON-ST. TAMMANY  
ELECTRIC COOPERATIVE, INC.  
AND CLAIBORNE ELECTRIC  
COOPERATIVE, INC.

NO. 2020 CW 1152

VERSUS

LOUISIANA GENERATING, L.L.C.

**DECEMBER 4, 2020**

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In Re: Louisiana Generating, L.L.C., applying for supervisory writs, 19th Judicial District Court, Parish of East Baton Rouge, No. 695287.

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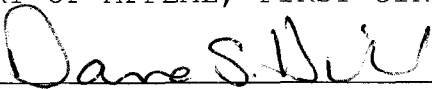
**BEFORE: HIGGINBOTHAM, THERIOT, AND WOLFE, JJ.**

**STAY DENIED; WRIT DENIED.**

**MRT**  
**EW**

**Higginbotham, J., concurs in part and dissents in part.** I concur in the denial of the stay and in the denial of the writ application as to the portion of the judgment which denied the motion to disqualify the law firm of Talley, Anthony, Hughes & Knight, LLC and its attorneys. However, I would reverse the portion of the trial court's November 9, 2020 judgment which denied the Motion to Revoke Pro Hac Vice Admission and Motion to Disqualify Counsel of Record for Plaintiffs filed by defendant, Louisiana Generating, LLC, as to the law firm of Van Ness Feldman and its attorneys. Rule 1.9(a) of the Louisiana Rules of Professional Conduct provides that a lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing. There is no dispute herein that the law firm of Van Ness Feldman previously had an attorney-client relationship with defendant. Two matters are considered "substantially related" when they are so interrelated both in fact and substance that a reasonable person would not be able to dissociate the two. **Walker v. State, Dept. of Transportation and Development**, 2001-2079 (La. 5/14/02), 817 So.2d 57, 60. Evidence was produced herein that the law firm of Van Ness Feldman, in connection with its prior representation of defendant, commented and opined as to certain provisions in the contract, which is the contract that plaintiffs allege herein was breached by defendant, thereby providing legal advice as to the same contract. As a result, I find that the pro hac vice admission of the law firm of Van Ness Feldman and its attorneys should be revoked and it should be disqualified from representation of the plaintiffs herein.

COURT OF APPEAL, FIRST CIRCUIT



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