

**WALLACE C. DRENNAN, INC.**

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**NO. 2023-CA-0193**

**VERSUS**

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**COURT OF APPEAL**

**LATOYA CANTRELL, IN HER  
OFFICIAL CAPACITY AS THE  
MAYOR OF THE CITY OF  
NEW ORLEANS, JOSH**

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**FOURTH CIRCUIT**

**HARTLEY, IN HIS OFFICIAL  
CAPACITY AS ACTING  
DIRECTOR OF THE  
DEPARTMENT OF PUBLIC  
WORKS, CITY OF NEW  
ORLEANS, AND THE CITY OF  
NEW ORLEANS**

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**STATE OF LOUISIANA**

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**APPEAL FROM  
CIVIL DISTRICT COURT, ORLEANS PARISH  
NO. 2022-08718, DIVISION "B-5"**

**Honorable Rachael Johnson**

**\* \* \* \* \***

**Judge Karen K. Herman**

**\* \* \* \* \***

**On Application for Rehearing**

(Court composed of Judge Roland L. Belsome, Judge Paula A. Brown, Judge Karen K. Herman)

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**APPLICATION FOR REHEARING GRANTED;  
JUDGMENT AMENDED  
DECEMBER 7, 2023**

KKH  
RLB  
PAB

Plaintiff-Appellant, Wallace C. Drennan, Inc., (“WCD”) seeks a rehearing of this Court’s October 25, 2023 opinion that reversed in part and affirmed in part the trial court’s December 27, 2022 judgment, which partially denied WCD’s alternative writ of mandamus and declined to award interest for the failure of the Defendant-Appellee, City of New Orleans (“the City”), to timely pay six invoices pursuant to La. R.S. 38:2191. We grant the rehearing to amend this Court’s previous opinion to find that the City had forty-five days from April 27, 2020, to pay Invoice No. 23662-2.B.2.2.

In its application for rehearing, WCD maintains that this Court erroneously found a discrepancy in the testimony of Ingrid Raboteau (“Raboteau”), the invoice manager for the Department of Public Works, with respect to Invoice No. 23662-2.B.2.2. Upon further review of the record, we find merit in this assertion. The inconsistencies in Raboteau’s testimony which we referenced in our opinion appear to be in connection with a different invoice and not Invoice No. 23662-

2.B.2.2. The evidence thus indicates that the City, not WCD, provided the template containing the bid item error for Invoice No. 23662-2.B.2.2.

Accordingly, the application for rehearing is granted and we amend this Court's previous opinion to find that the City had forty-five days from April 27, 2020, to pay Invoice No. 23662-2.B.2.2.

**APPLICATION FOR REHEARING GRANTED;  
JUDGMENT AMENDED**