

22nd JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. TAMMANY

STATE OF LOUISIANA

NUMBER: 200514157

DIVISION: C

URBAN M. CRADDOCK, SR., individually and on behalf of all others
similarly situated, Plaintiff/Class Representative

VERSUS

SAFECO INSURANCE COMPANY, et al.

FILED: September 23, 2005

Sabona Silas
DEPUTY CLERK

CLASS ACTION
PETITION FOR DAMAGES

NOW INTO COURT, comes Plaintiff, URBAN M CRADDOCK, SR., a
resident and domestic of the Parish of St. Tammany, State of Louisiana, **individually and
on behalf of all others similarly situated**, and hereby alleges as follows:

1.

That the **Defendants** to this cause of action are domestic and/or foreign liability
insurance corporations authorized to do and doing business in the Parishes of their insured
and proposed members of the class, State of Louisiana, on or about, prior to and since,
August 29, 2005; as follows:

- A. ALLSTATE
- B. AMERICAN INTERNATIONAL GROUP, INC.
- C. LLOYD'S OF LONDON
- D. CERTAIN UNDERWRITERS OF LLOYD'S OF LONDON
- E. CNA
- F. GEICO
- G. THE HANOVER INSURANCE COMPANY
- H. THE HARTFORD
- I. LIBERTY MUTUAL
- J. LOUISIANA FARM BUREAU

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ST TAMMANY PARISH

- K. ST. PAUL INSURANCE COMPANIES
- L. ST. PAUL TRAVELERS
- M. STATE FARM INSURANCE
- N. STATE FARM MUTUAL AUTO INSURANCE CO.
- O. USF & G
- P. SAFECO INSURANCE COMPANY
- Q. FARMERS GROUP, INC.

2.

The aforementioned Defendants are liable unto their respective insureds' proposed members of the class, in an amount fair and reasonable under the premises, together with legal interest thereon from date of judicial demand until paid, and for all costs of these proceedings, including attorney's fees, and penalties pursuant to LSA-R.S. 22:1220, for the reasons enumerated herein.

3.

Plaintiff brings this action on his own behalf and as a representative of a proposed class of similarly situated plaintiffs consisting of all persons residing in Louisiana in the areas affected by Hurricane Katrina on or about August 29, 2005 and suffered damages due to *loss of trees* on premises insured by the defendants (hereinafter "covered premises" and/or "insured premises").

4.

That *loss of trees* as described herein includes a partial or complete loss of a tree on an insured premise regardless of whether the tree damages other structures on insured premises and which results in loss to the insured, including, but not limited to the following damages;

- a. The cost to complete the cutting of the damaged tree, and/or,
- b. The cost to mitigate damages incurred, including, but not limited to, costs associated with preventing partially destroyed or damaged trees from harming

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persons and/or other structures, and/or,

- c. The loss of use of said trees, including, but not limited to, the loss of an insured's ability to use and/or sell said trees, and/or,
- d. The *loss of trees* which results in diminished property value of said covered premises or tangible property on said covered premises.

5.

Specifically Defendants herein provided homeowner's and/or other insurance for said covered premises of plaintiffs and/or members of the proposed Class.

6.

Plaintiff's and members of the proposed Class seek a declaratory judgment and damages resulting from Defendant's denial of claims and/or limitation of benefits for *loss of trees* on covered premises by Defendant's refusing to fairly compensate Plaintiff's for said *loss of trees* as the the loss of tangible and/or covered property. Specifically, Defendant's have classified said *loss of trees* as debris and thereby are only paying a nominal amount for debris removal and/or removal of trees on a covered structure under said policies of insurance rather than compensating plaintiff's for the full value of the *loss of trees* as covered property.

7.

Plaintiff's and proposed members of the Class also seek a Declaratory Judgment that damaged and/or destroyed trees are covered property under said policies of insurance and that Defendant's must pay the value of said *loss of trees* as covered property in addition to any insured amount for debris removal.

8.

Plaintiff seeks certification of the claims asserted herein pursuant to the La. C.P.A. Art.591, et seq. and that this proceeding be designated as a Class Action.

9.

The named Plaintiff herein is a member of the Class he seeks to represent.

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10.

The Class is so numerous that joinder of all members is impracticable. The named Defendants have insured numerous persons in the affected areas under policies of insurance identical or similar to the policy of insurance under which the property of URBAN M. CRADDOCK, SR. is insured. The identities of these people are readily determinable from records in possession of the Defendants.

11.

These are the questions of law and fact common to the Class including, but not limited to:

- a.) That the *loss of trees* as a result of Hurricane Katrina is a covered loss under said policies of insurance issued by defendants;
- b.) That said *loss of trees* results in a loss of value to the covered premises and which losses are included in said policies of insurance;
- c.) That said value of the *loss of trees* is covered of said policies of insurance as property damage in instances where there is a physical injury to, destruction of or loss of use of said trees as tangible property; and
- d.) That said *loss of trees* is direct physical loss to property covered by said policies of insurance issued by Defendants.

12.

These and other questions of law and fact are common to the Class and predominate over questions affecting individual Class members.

13.

The claims of the named Plaintiff are typical of the claims of the respective Class he seeks to represent, in that the named Plaintiff and all members of the proposed Class are insured homeowners who have suffered a *loss of trees* as result of the catastrophic Hurricane Katrina.

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14.

Plaintiff will fairly and adequately represent and protect the interest of all members of the proposed Class.

15.

Plaintiff has retained counsel competent and experienced in complex litigations to represent him and the members of the proposed Class. Accordingly, the interests of the Class will adequately be protected and advanced. In addition, there is no conflict of interest among Plaintiff and the members of the proposed Class.

16.

That at all times pertinent hereto, Defendant, SAFECO INSURANCE COMPANY, had in full force and effect a policy of homeowners insurance under the terms of which Plaintiff, URBAN M. CRADDOCK, SR., had insured his premises located in St. Tammany Parish in the State of Louisiana and which provided insurance coverage in the event Plaintiff, URBAN M. CRADDOCK, SR., suffered a loss relating to *loss of trees* on said covered premises.

17.

That on or about August 29, 2005 Hurricane Katrina ravaged the Southeast States resulting in a *loss of trees* on the covered premises of plaintiff, URBAN M. CRADDOCK, SR.

18.

Plaintiff, URBAN M. CRADDOCK, SR, informed Defendant, SAFECO INSURANCE COMPANY, of the *loss of trees* and was informed that said *loss of trees* claim was being denied.

19.

That as a result of the aforementioned your Petitioner, URBAN M. CRADDOCK, SR.,

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sustained severe and substantial loss to his property, including but not limited to *loss of trees* as described hereinabove.

WHEREFORE, Petitioner, URBAN M. CRADDOCK, SR., individually and on behalf of all others similarly situated, respectfully prays for the following:

- a.) That this action be certified as a Class Action on behalf of the proposed Class described herein and that undersigned counsel of record be appointed to represent the Class;
- b.) That Defendants be served with a copy of this Petition and be duly cited to appear and answer same;
- c.) That after due proceedings are had, there be Judgment herein in favor of **Plaintiff, URBAN M. CRADDOCK, SR., individually and on behalf of all others similarly situated, and against Defendants, SAFECO INSURANCE COMPANY, ALLSTATE, AMERICAN INTERNATIONAL GROUP, INC., LLOYD'S OF LONDON, CERTAIN UNDERWRITERS OF LLOYD'S OF LONDON, CNA, GEICO, THE HANOVER INSURANCE COMPANY, THE HARTFORD, LIBERTY MUTUAL, LOUISIANA FARM BUREAU, ST. PAUL INSURANCE COMPANIES, ST. PAUL TRAVELERS, STATE FARM INSURANCE, STATE FARM MUTUAL AUTO INSURANCE CO., USF & G and/or FARMERS GROUP, INC.,** in an amount fair and reasonable under the premises of this matter, plus legal interest thereon from the date of judicial demand until paid, plus all costs of

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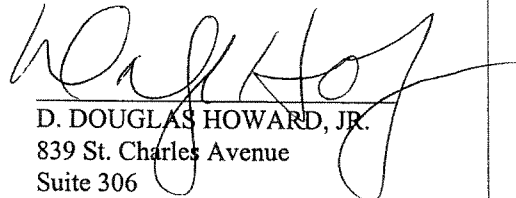
the proceedings, a Declaratory Judgment, penalties pursuant to LSA-R.S.22:1220, attorney's fees and for all general and equitable relief amenable under the circumstances.

Respectfully submitted,

HOWARD, REED & TAYLOR



SHAWN C. REED, #14304
AMY C. YENARI, #23686
HOPE E. NORMAND, #28982
516 N. Columbia Street
Covington, Louisiana 70433
Telephone: (985) 893-3607



D. DOUGLAS HOWARD, JR.
839 St. Charles Avenue
Suite 306
New Orleans, Louisiana 70130
Telephone: (504) 581-3610

PLEASE HOLD SERVICE AT THIS TIME

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EXECUTIVE DEPARTMENT

EXECUTIVE ORDER NO. KBB 2005 - 32

 EMERGENCY SUSPENSION OF PRESCRIPTION, PEREMPTION AND OTHER
 LEGAL DEADLINES

- WHEREAS, the Louisiana Homeland Security and Emergency Assistance and Disaster Act, R.S. 29:721, *et seq.*, confers upon the governor of the state of Louisiana emergency powers to deal with emergencies and disasters, including those caused by fire, flood, earthquake or other nature or man-made causes;
- WHEREAS, Hurricane Katrina struck the state of Louisiana causing severe flooding and damage to the southeastern part of the state, which has threatened the safety and security of the citizens in the affected areas, along with the private property and public facilities;
- WHEREAS, pursuant to Proclamation No. 48 KBB 2005, a state of emergency was declared for the entire state and is currently in effect;
- WHEREAS, as a direct consequence of the disaster and evacuation, attorneys throughout the state have clients whom they cannot contact due to the clients' evacuation outside of their home parishes and in many cases, outside the state of Louisiana;
- WHEREAS, similarly, there are clients who can not contact their counsel due to counsel's evacuation as well as the extreme challenges to communication networks resulting from the hurricane and subsequent flooding;
- WHEREAS, in addition, attorneys from areas affected by Hurricane Katrina have clients and cases in parishes not directly affected by this extreme disaster, but because the attorney's office is either destroyed or not accessible, the attorney is not reasonably able to timely file claims or responses on behalf of their clients;
- WHEREAS, La. Constitution Art. I, Section 22 provides that all courts shall be open, and every person shall have an adequate remedy by due process of law and justice, administered without denial, partiality, or unreasonable delay, for injury to him in his person, property, reputation, or other rights;
- WHEREAS, Hurricane Katrina has also rendered several of the court houses temporarily inoperable and/or not fit for occupancy;
- WHEREAS, the destruction and disruption of services and infrastructure to our system of justice caused by Hurricane Katrina will have a profound impact on the basic rights to an untold number of persons unless action is taken to suspend the effects of the tolling of legal delays during the period of this emergency; and
- WHEREAS, the Louisiana State Bar Association, the Louisiana Trial Lawyers Association, and the Louisiana Association of Defense Counsel jointly requested the governor to suspend all deadlines applicable to legal proceedings, including prescription and peremption, in all Louisiana state courts, administrative agencies and boards;

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NOW THEREFORE I, KATHLEEN BABINEAUX BLANCO, Governor of the state of Louisiana, by virtue of the authority vested by the Constitution and laws of the state of Louisiana, do hereby order and direct as follows:

- SECTION 1:** All deadlines in legal proceedings, including liberative prescriptive and peremptive periods in all courts, administrative agencies, and boards are hereby suspended until at least September 25, 2005, including, but not limited to, any such deadlines set for in the following:
- A. Louisiana Civil Code;
 - B. Louisiana Code of Civil Procedure;
 - C. La. R.S. Title 9, Civil Code Ancillaries;
 - D. La. R.S. Title 13, Courts and Judicial Procedure;
 - E. La. R.S. Title 23, Chapter 10, Workers Compensation;
 - F. La. R.S. Title 40, Chapter 5 Part XXI-A, Malpractice Liability for State Services; and
 - G. La. R.S. Title 40, Chapter 5, Part XXIII, Medical Malpractice.

SECTION 2: This Order is effective upon signature and shall apply retroactively from Monday, August 29, 2005, through Sunday, September 25, 2005, unless amended, modified, terminated, or rescinded by the governor, or terminated by operation of law prior to such time.



IN WITNESS WHEREOF, I have set my hand officially and caused to be affixed the Great Seal of Louisiana, at the Capitol, in the city of Baton Rouge, on this 6th day of September, 2005.

/s/ Kathleen Babineaux Blanco
GOVERNOR OF LOUISIANA

ATTEST BY
THE GOVERNOR

/s/ Alister
SECRETARY OF STATE

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