



## Raymond C. Lewis

Partner

504.593.0697

rlewis@deutschkerrigan.com

### Practices

Commercial Litigation

Commercial Transportation

Insurance Coverage

Manufacturer's Liability & Products Liability

### Industries

Insurance

Manufacturing

Transportation

### Bar Admissions

Louisiana

### Education

J.D., B.C.L., Louisiana State University, 2007

B.A., Baylor University, 2004

Raymond C. Lewis knows that an attorney with courtroom experience is a valuable asset to a client and has developed the skills necessary to get through the unexpected hurdles of a courtroom. His practice centers primarily in the areas of complex commercial and business litigation, insurance defense, and appellate work. He has successfully litigated complex commercial disputes for local and national clients involving multi-million dollar claims for breach of contract, product liability, oil and gas disputes, and transportation casualty. In his appellate practice, Ray has handled numerous appeals before the Louisiana Supreme Court, Circuit Courts of Appeals, and the U.S. Fifth Circuit, many resulting in published decisions favorable to his clients.

Ray has appeared multiple times as a "Ones to Watch" in the legal industry by New Orleans CityBusiness. He has also been voted to the Louisiana Super Lawyers "Rising Star" Listsince 2014. He has written and lectured on trial and appellate practice and environmental law topics.

Ray was born in Louisiana, but grew up in Dallas, Texas. He returned to Louisiana to attend the Paul M. Hebert Law Center at Louisiana State University, where he was a member of the Louisiana Law Review. After leaving law school, he served as law clerk to the Judges of the 23rd Judicial District Court.

While at LSU, he met his wife Jenny, a native of New Orleans, and followed her back to New Orleans. They have two young daughters keeping them very busy but very happy.

### Professional Associations

- New Orleans Bar Association
- Claims and Litigation Management

### Accolades

- *The Best Lawyers in America®* 2019, 2020
- Louisiana Super Lawyers "Rising Stars" List, 2014-2019
- New Orleans CityBusiness "Ones to Watch: Law" 2015, 2017

### Representative Successes

- **Solstice v. OBES, Inc., et al, U.S. EDLA No. 12-2417**

Robert E. Kerrigan, Jr. and Raymond C. Lewis secured a favorable verdict for Ole Brook Directional Services and its insurer after a four-day jury trial in the U.S. District Court for the Eastern District of Louisiana. In August 2011, JAM Petroleum LLC, as the operator of leases, and Solstice Oil & Gas I LLC, as the non-operating interest-holder, entered into a joint operating agreement to drill "ML Mann et al. No. 1 Well" in West Avondale Field, St.

Charles Parish, La. JAM contracted with multiple drilling and servicing companies, including Ole Brook for its directional drilling services.

In October 2012, Solstice sued Ole Brook for breach of contract and negligence alleging that Ole Brook was charged with directionally drilling a non-vertical wellbore to a predetermined target bottom-hole location. Solstice alleged that Ole Brook's deviation from the drilling plan and failure to reach the target bottom-hole location required the drilling of a second, side-track well to test the prospect.

Ole Brook countered that Solstice, JAM, the Company Man, and other subcontractors had no experience drilling in South Louisiana and that lack of experience led to operational problems that pre-dated Ole Brook's work and prevented Ole Brook from completing its work. Specifically, Ole Brook alleged that the drilling fluid and mud weight program for the Well were insufficient and inadequately maintained to successfully directionally drill the Well to the desired depth and target bottom-hole location.

In closing argument, Solstice asked the jury to find Ole Brook 100% responsible for the failure of the drilling project and award \$5.7 million. Mr. Kerrigan explained that the problems faced at this project had nothing to do with Ole Brook and Solstice, JAM, and the Company Man bore the lion's share of the responsibility for any alleged losses.

After nearly five hours of deliberations, the jury found that Ole Brook's work was not negligent but that it had breached a portion of its contract with JAM. However, the jury found Ole Brook to only be 10% at fault for Solstice's losses. The jury apportioned the remaining 90% of fault to JAM (50%), Solstice (20%), and the Company Man (20%). Lastly, the jury found that Solstice's total damages were only \$474,530 – less than 8% of Solstice's demand in closing.

- **Ponds, et al, v. Force Corp., No. 16-1935 (EDLA)**

The team of Robert E. Kerrigan, Jr., Raymond C. Lewis, and Joe B. Landry Jr. successfully defended Force Corporation against a plaintiff who was injured during a railroad accident when he lost his balance and fell off a railroad car sustaining back injuries and foot injuries that ultimately required amputation of a toe. The plaintiff claimed that a railroad track inspection report noted a defect on the track near the location of his accident, and this alleged defect caused him to fall off the railroad car. Force was hired to perform the repair and maintenance of the tracks. Deutsch's trial team convinced the jury that the railroad track was not defective and, based on where plaintiff claimed the defect existed along the track; the alleged defect could not have caused the accident. During closing argument, plaintiff claimed general damages, loss of future earning capacity, and disability. Following closing arguments, the jury ruled in favor of the defense and found Force was not negligent.

- **Matrimonial Regimes – Termination of Community Radcliffe 10, L.L.C. v Burger**

Supreme Court of Louisiana sided with our client on an issue of first impression concerning the proper interpretation of Louisiana Civil Code article 2329 and the validity of matrimonial agreements when the parties fail to initiate the required judicial proceeding with a "joint petition."

The decision ended a twelve year litigation nightmare for our client that began when an improper judgment was rendered against him personally arising out of the sale of his business, for which he was never paid the full price. Unable to recoup more than about \$100,000 from our client, the judgment creditor set his sights on our client's wife's income as a pharmacist by seeking to annul the separation of property agreement and termination of community our client obtained before the judgment against him was made final. The effort to garnish and make claim against the separate property and income of our client's spouse was held to be improper and all claims against the client's spouse were dismissed.

The creditor prevailed in the district court and in the First Circuit, whose en banc decision resulted in a 5-5 tie vote, leaving the district court's nullity judgment in effect.

The Supreme Court reversed finding that the wife's income was properly protected through the separation of property agreement. The Court held that a judgment creditor could not revoke the judgment approving the post-matrimonial agreement between our client and his spouse, which terminated their legal property regime and established separate property regime, even though the agreement was relatively null for the spouses' failure to file a joint petition. The failure to file a joint petition created a relative nullity that could only be invoked by the persons for whose interest the ground for nullity was established, the spouses. Thus, the creditor had no standing or capacity to assert the relative nullity of the matrimonial agreement in this regard.

*Radcliffe 10, L.L.C. v. Burger*, 2016-0768 (La. 1/25/17); -- So.3d --, 2017 WL 362085

- **Products Liability – *Johnson v. Transwood Inc., Tuthill Corp., et al*, No. 14-102 (M.D. LA)**  
Judge Shelly D. Dick of the Middle District Court of Louisiana granted the motion for summary judgment filed by Robert E. Kerrigan, Jr. and Raymond C. Lewis seeking dismissal of all product liability claims by the plaintiffs. Plaintiff suffered fatal injuries while attempting off-load the cargo contained in his tractor-trailer. Suit was filed against our client and nine (9) other defendants.

The claims against our client were based solely on the recovery allowed by the Louisiana Products Liability Act (LPLA). Plaintiff alleged that our client's off-loading equipment was unreasonably dangerous in design and manufacture and that adequate warnings about the risks associated with using the product were not provided.

After limited discovery and using an internal corporate engineer as the primary defense expert witness, we were able to establish that the product was not dangerous under the LPLA and sufficient warnings appeared in the sales materials and manuals and were even physically affixed to the product. We were also able to prove that the use of the product on the day of the accident was not even the most probable cause of the injury to the plaintiff.

Even after retaining multiple engineers as experts, the plaintiffs were unable to offer any proof in support of their claims under the LPLA and, ultimately, never opposed our client's summary judgment. The District Court found the client's summary judgment had merit and should be granted, but gave the plaintiffs additional time to file an opposition. Once the additional time expired, the District Court granted our client's summary judgment and dismissed all claims.

- **Premises Liability – *Miles v. City of Kenner, et al***  
Mr. Kerrigan and Mr. Lewis obtained summary judgment in a premises liability lawsuit on behalf of the City of Kenner and the contractor hired to operate and maintain the City's wastewater system, Veolia North America. Veolia employees performed repair work that required the removal of three sections of the sidewalk. After the initial phase of construction, sand was put in place of the removed sidewalk and the area was barricaded and cordoned off. Sometime after the Veolia work crew left, a third-party removed the barricades. Thereafter, plaintiff alleges that he rode his bicycle into the removed sections of sidewalk and suffered injuries. The defendants' motion for summary judgment asserted that neither the City nor Veolia ever received actual or constructive notice of the removal of the barricades, thus, they could not be held liable under LA. CIV. CODE arts. 2317 and 2317.1 or LA. REV. STAT. § 9:2800. The trial court agreed and dismissed plaintiff's claims in their entirety.

*Miles v. City of Kenner, et al.*, 24th Judicial District Court, Jefferson Parish, Louisiana, No. 714-887, Div. "E."

- **Construction Defect – *Salinger v. Diamond B Construction***  
Mr. Kerrigan and Mr. Lewis defended the excess insurer in a lawsuit against a road construction company that made repairs to a bridge on which the plaintiff crashed his motorcycle. The plaintiff was in a one-vehicle accident in which he lost control of his motorcycle on a bridge and sustained serious injuries including an above-the-knee leg amputation. The plaintiff alleged his crash was caused by gravel and oil allegedly left by the road construction company. Plaintiff also alleged that minuscule undulations in surface

Raymond C. Lewis, Continued

of roadway was a defective condition that also played a part in his losing control of his motorcycle. After a five day jury trial, the jury returned a verdict in favor of the defendants, finding that the road construction company was not at fault for the plaintiff's accident.

*Salinger v. Diamond B Const.*, 22nd Judicial District Court, St. Tammany Parish, Louisiana, No. 2011-16566

• **Insurance Coverage – Summary Judgement**

Mr. Kerrigan, Mr. Barry and Mr. Lewis successfully obtained summary judgment on behalf of the insurer in a Contractor Controlled Insurance Program. The lawsuit involved a claim the employer of the plaintiff, who was allegedly injured on a barge, made against the insurance coverage provided under the Program. A critical issue on summary judgment was whether the employer properly enrolled into the Program such that it would qualify as a named insured as defined by the Program's policies. The trial court granted summary judgment in favor of the insurer, finding that the employer's failure to properly enroll in the Program meant that it was not a named insured under the insurance policies and was not entitled to coverage. This result effectively eliminated the insurer's exposure in the case.

### **Publications**

- "Designing and Executing a Critical Witness Deposition," co-author, Chapter 12, ABA's 2018 peer-reviewed textbook: *From The Trenches III: Pretrial Strategies for Success*
- "Is Your Website Disability Friendly," BIZ New Orleans, June 2018
- "Dancing With Antaeus: Twelve Questions to Ask Your Expert," co-author, Chapter 8, ABA's 2017 peer-reviewed textbook: *From The Trenches II: Mastering the Art of Preparing Witnesses*
- "Property Owner Still Not Entitled to Damages Based on Actions Occurring Prior to Ownership," Article, *Louisiana Bar Journal*, Vol. 59, No. 5 at 375
- "Confirming a Relative Nullity: The Significance of 'Subject to' Language," Article, *Louisiana Bar Journal*, Vol. 58, No. 6 at 407
- "When to Start? 'Legal Holidays' and the 30-Day Period for Writ Applications," Article, New Orleans Bar Association's *Briefly Speaking*, 2012
- "Employee Privacy Still Unemployed," Article, 67 La Law Rev. 959, Spring 2007

### **Presentations**

- "Litigation's Demands on the Law Department," Co-presenter, Association of Corporate Counsel CLE presentation, June 28, 2019
- "Survival Guide to a Successful Mediation," co-presenter, Professional Liability Attorney Network (PLAN) Webinar, June 2019
- "You've Been Sued: Now What?" Association of Corporate Counsel Louisiana Chapter, June 2018
- "Rather Unusual Questions for your Expert During Trial Prep," Network of Trial Law Firms, The Sanctuary Resort - Kiawah Island, SC, October 27-30, 2016
- "Regulatory Enforcement and Litigation Issues in Wetland Regulation," Lorman Education Services' Wetland Regulation in Louisiana Seminar, October 2010
- "Enforcement and Litigation Issues in Storm Water Regulation," Lorman Education Services' Current Issues in Storm Water Regulation in Louisiana Seminar, June 2010