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STATE OF LOUISIANA
PARISH OF IBERIA

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ABBEVILLE, LA 70511

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This certifies that there has this day been filed for record in this office a Civil Suit entitled:

CHRISTIFER DEROUEN

VS.

UNITED CAJUN NAVY, LLC., ET AL

SUIT No. 00137619

DIVISION B

JUDGE SUZANNE M DEMAHY

NEW IBERIA, LA, THIS MONDAY, JUNE 21, 2021



DEPUTY CLERK OF COURT

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CHRISTIFER DEROUEN

16th JUDICIAL DISTRICT COURT

VERSUS

PARISH OF IBERIA

STATE OF LOUISIANA

UNITED CAJUN NAVY, LLC
CHRISTOPHER TODD TERRELL &
CHAD FAHNESTOCK

DOCKET NO.: 137619 DIV. B

PETITION FOR SPECIFIC PERFORMANCE AND
DAMAGES DUE TO BREACH OF CONTRACT

NOW INTO COURT, through undersigned counsel, comes **CHRISTIFER JAMES DEROUEN** (hereinafter “**CHRISTIFER**”), a competent major resident of the Parish of Iberia, State of Louisiana, who respectfully represents:

1.

Made defendants herein are:

- a. **UNITED CAJUN NAVY, INC.** (hereinafter “**UCN**”), a Louisiana corporation, ostensibly not for profit, domiciled at 2053 West Magna Carta Place, Baton Rouge, Louisiana, upon which service of citation and process may be made on its registered agent, President, and Director, Christopher Todd Terrell, alias “Todd Terrell”;
- b. **CHRISTOPHER TODD TERRELL** (hereinafter “**TERRELL**”), a major domiciliary of the parish of East Baton Rouge, Louisiana, residing at 2053 West Magna Carta Place, Baton Rouge, Louisiana; and
- c. **CHAD A. FAHNESTOCK** (hereinafter “**FAHNESTOCK**”), a major domiciliary of Mechanicsburg, Pennsylvania, who may be served utilizing the Louisiana Long Arm Statute at 212 Wertz Avenue, Mechanicsburg, PA 17055-4067.

Sometimes referred to collectively herein as “Defendants.”

2.

Venue is property in the Parish of Ibera, State of Louisiana, as this is an action on contract as envisioned by the Louisiana Code of Civil Procedure, article 76.1, work and service under the contract was to be performed, under its terms, in the Parish of Iberia. In addition, this is also an action for damages sustained in the Parish of Iberia, State of Louisiana, pursuant to the Louisiana Code of Civil Procedure, article 74.

3.

On April 13, 2021, the *Seacor Power*, a lift boat, capsized in the Gulf of Mexico approximately eight (8) miles off Port Fourchon, Louisiana.

4.

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PARISH OF IBERIA, LA

Six (6) of the crew of the Seacor Power were rescued, six (6) crewmen perished, and seven (7) remain missing.

5.

Search, rescue and recovery efforts were commenced by many volunteers, including Mr. Scott Daspit, the father of one of the missing seven (7) crewmen, and **CHRISTIFER**, friend of one of the missing seven (7) crewmen.

6.

Search, rescue and recovery efforts included hundreds of volunteers as well as vessels, aircraft, all terrain vehicles and canines.

7.

At all times relevant, **TERRELL** was a managing member, the president and the director of **UCN**.

8.

At all times relevant, **FAHNESTOCK** was the director of operations for the **UCN**.

9.

At all times relevant, **TERRELL & FAHNESTOCK** had authority to enter into contracts and agreements on behalf of the **UCN**.

10.

On or about April 16, 2021, **UCN**, **TERRELL & FAHNESTOCK** began to publicly solicit donations for search, rescue and recovery operations. They did so primarily by utilizing the **UCN** website and Facebook Page.

11.

By April 30, 2021, **UCN**, **TERRELL & FAHNESTOCK** had collected at least \$339,445.90 in donations from the public, with the help of **CHRISTIFER**, Mr. Scott Daspit, and various other persons and entities.

12.

While the exact number of donations remain unknown, circumstances suggest that **UCN**, **TERRELL & FAHNESTOCK** collected in excess of \$400,000 to be utilized in search, rescue and recovery operations for the missing seven (7) Seacor crewmen.

13.

On or about April 30, 2021, the following, non-exclusive, revelations caused **CHRISTIFER**, Mr. Scott Daspit, and other volunteers to suspect wrongdoing on the part of **UCN**, **TERRELL & FAHNESTOCK**:

1. The United Cajun Navy, Inc. commingled Seacor Power search, rescue and recovery donations (in excess of \$69,000 by April 30, 2021) into its general operating account (set up approximately two (2) years prior) and did not have a dedicated account for the Seacor Power disaster donations at that time.
2. **TERRELL** had declined free assistance in the search and recovery effort from multiple organizations.
3. **TERRELL** had instructed a **UCN** administrator to cease working on the "TED Tie" project, unbeknownst to other volunteers who continued to work on that project.
4. **TERRELL** was offering plane rides to women on search and rescue planes, unrelated to the search and rescue effort.

5. The **UCN** and/or **TERRELL**'s credit and/or debit card(s) were "locked" and "not going through" for volunteer hotel rooms, prompting **FAHNESTOCK** to use his personal credit card.
6. PayPal receipts evidenced funds being directed to "*LA SWAMP" likely the for-profit Limited Liability Company known as Louisiana Swamp Products, LLC, owned solely by **TERRELL**.¹
7. The **UCN** and **TERRELL**'s representations that there were only four (4) avenues, or methods, of donation receipts, when in fact there were at least seven (7) avenues.
8. The lack of reporting of the "text to pay" method of receiving donations, and the touting of **TERRELL** that this was the largest method in terms of donations, which was overheard by a third-party informant.
9. The publishing of a spreadsheet by **TERRELL** and the **UCN** purportedly to provide transparency but failing to identify all donated funds, all fund avenues of donations, and actual expenditures. This included the failure to disclose cash donations, text to pay (givelively.org), Cash App, 15,000 gallons of actual fuel, and the numerous bank accounts utilized. The total donated funds are alleged by **TERRELL** and the **UCN** to be \$339,445.90.
10. The removal of the spreadsheet post, followed by the internal disagreements between the director of operations, **FAHNESTOCK** and **TERRELL** about the removal, about being 100% transparent and about transferring the funds to the new non-profit corporation. While **FAHNESTOCK** appeared to be the voice of reason, **TERRELL** resisted and ultimately refused to take his advice.
11. The addition of language by **TERRELL** to the **UCN** website, making representations that **CHRISTIFER** was the "United Cajun navy shrimp coordinator," without **CHRISTIFER**'s permission and without any actual affiliation.
12. The **UCN**, **TERRELL** & **FAHNESTOCK** were/are utilizing "several" different bank accounts for donations.
13. **TERRELL** and the **UCN** stated intentions to utilize funds donated, and solicited, for search and rescue operations in manners other than search, rescue and recovery operations.
14. **TERRELL** and the **UCN** has and continues to indicate that money was given to all thirteen (13) families of the Seacor tragedy, when in fact some families have received nothing. In response to inquiry, the families of the Seacor tragedy are referred by **TERRELL** and the **UCN** to their attorneys of record herein for the appropriate "paperwork."

14.

Met with immediate public scrutiny over the foregoing, **UCN**, **TERRELL** & **FAHNESTOCK** contacted **CHRISTIFER** multiple times, by telephone, on May 1, 2021, offering to provide complete transparency of all funds collected for the Seacor Power disaster and to transfer all funds from the **UCN**, **TERRELL** & **FAHNESTOCK** to **CHRISTIFER**, Mr. Scott Daspit and a new non-profit corporation which would be formed by the latter two men. The stated reason for the offer by **UCN**, **TERRELL** & **FAHNESTOCK** was to publicly "save face."

¹ See charter number 41394131K with the Louisiana Secretary of State.

15.

CHRISTIFER and Mr. Scott Daspit, accepted the offer, and by May 3, 2021, had incorporated GulfCoast Humanitarian Efforts Inc., a Louisiana non-profit corporation, for the purpose of receiving the funds and continuing the search, rescue and recovery operations.

16.

The agreement described above became a contract by and between the parties on May 1, 2021.

17.

On May 2, 2021, **UCN, TERRELL & FAHNESTOCK** suddenly withdrew from the search, rescue and recovery operation, having in their possession at least \$339,445.90 dedicated to the search, rescue and recovery operations.

18.

UCN, TERRELL & FAHNESTOCK are in total breach of the contract by failing and refusing to provide any transparency, whatsoever, and by failing and refusing to transfer any funds to **CHRISTIFER**, Mr. Scott Daspit, or GulfCoast Humanitarian Efforts Inc.

19.

The refusal to perform in accordance with the contract, as well as the actions and/or inactions of **UCN, TERRELL & FAHNESTOCK** have substantially hindered the search, rescue and recovery operations and have caused damages relative to that hinderance.

20.

Since May 2, 2021, **UCN, TERRELL & FAHNESTOCK** have refused to provide any of the donated funds to assist in the search, rescue, and recovery operations.

21.

CHRISTIFER is entitled to specific performance under the contract and for damages.

22.

As an interested party, **CHRISTIFER** requests, and is entitled to, public inspection of the most recent three (3) federal tax returns, in their entirety (including forms 990, 990-N, 990-EZ, 990-PF, 990-T, 1023, schedule of contributors), of the **UCN** as well as social security numbers and personal address of all officers and directors of the **UCN**.

WHEREFORE, **CHRISTIFER** prays:

- (1) That certified copies of this petition, together with citation, be issued and served according to law on the Defendants, **UCN, TERRELL & FAHNESTOCK**;
- (2) That the Court determine that **UCN, TERRELL & FAHNESTOCK** breached the Contract Agreement(s) entered with **CHRISTIFER**;
- (3) That the Court enforce the Contract Agreement(s) by awarding specific performance compelling the Defendants to adhere to the conditions of the contract, specifically ordering **UCN, TERRELL & FAHNESTOCK** to provide complete transparency, and all documentation, relative to the donated funds for the Seacor Tragedy and ordering **UCN, TERRELL & FAHNESTOCK** to transfer all funds to **CHRISTIFER** and GulfCoast Humanitarian Efforts, Inc., for continued search, rescue and recovery operations;
- (4) That this Court award damages as it deems necessary and proper;
- (5) For all costs of these proceedings and attorney fees;
- (6) For all legal interest from the date of breach of contract; and

(7) For all necessary orders and decrees as may be required or proper in the premises and for full, general and equitable relief.

**RESPECTFULLY SUBMITTED,
GABE A. DUHON LLC**



GABE A. DUHON, BAR #30482

P. O. Box 478
105 Tivoli Street
Abbeville, Louisiana 70511
Telephone: (337) 893-3423
Facsimile: (337) 893-3510

PLEASE PERSONALLY SERVE:

CHRISTOPHER TODD TERRELL

Individually and as registered agent for

UNITED CAJUN NAVY, INC.

2053 West Magna Carta Place, Baton Rouge, Louisiana

Or wherever he may be found.

PLEASE SERVE:

CHAD A. FAHNESTOCK

By and through the Louisiana Long Arm Statute
212 Wertz Avenue, Mechanicsburg, PA 17055-4067.

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